



**ROWAN COUNTY COMMISSION AGENDA**  
**November 4, 2019 - 3:00 PM**  
**J. Newton Cohen, Sr. Room**  
**J. Newton Cohen, Sr. Rowan County Administration Building**  
**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

*Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.*

- Consider Approval of the Minutes: October 21, 2019 and October 25, 2019

1 Consider Approval of Consent Agenda

- A. Add Performance Road in Atwell Township to the State Secondary Road System
- B. Interstate Roofing Company Contract - Administration Building Roofing Renovation
- C. City of Concord Grant Agreement - Enhanced Mobility
- D. Agriculture Development and Farmland Preservation Grant Proposal
- E. Request for Public Hearing to Consider Incentives for 'Project Bay'
- F. Approval of Revised Personnel Policy Manual
- G. REI Engineers Amendment to Master Service Agreement
- H. Summit Corporate Center Amended Declaration
- I. National Guard Road Natural Gas Easement
- J. Adopt Resolution Making Preliminary Findings Relating to General

Obligation Community College Bonds

- K. Adopt Resolution Providing for Publication of Notice of Intent to File Application With Respect to up to \$45,000,000 General Obligation Community College Bonds With Local Government Commission
- L. Purchase of Two Ambulances
- M. Bogle Firm Architecture - Dan Nicholas Park Office and Concessions
- N. Vertex Construction Company, LLC - Cleveland EMS Station Project

2 Public Comment Period

3 Construction Agreement - Shelter Guardians

4 Budget Amendments

5 Consider Approval of Board Appointments

6 Adjournment

*Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.*



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:**

**DATE:**

**SUBJECT:** Provided By: Chaplain Michael Taylor

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**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** October 30, 2019  
**SUBJECT:** Consider Approval of the Minutes: October 21, 2019 and October 25, 2019

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
October 21, 2019 Minutes	10/30/2019	Cover Memo
October 25, 2019 Minutes - Special Meeting	10/30/2019	Cover Memo

Greg Edds, Chairman  
Jim Greene, Vice- Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • Fax 704-216-8195

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS**

**October 21, 2019 – 6:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Craig Pierce, Member

Absent: Judy Klusman, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER ADDITIONS TO THE AGENDA**

- Chairman Edds added a Closed Session as agenda item #6a for a personnel matter.
- Chairman Edds added a report from Rowan County Educators as agenda item #4a.

#### **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

#### **CONSIDER APPROVAL OF THE AGENDA**

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the agenda as amended passed unanimously (4-0).

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Greene moved, Commissioner Pierce seconded and the vote to approve the minutes of the September 16, 2019 Commission Meetings passed unanimously (4-0).

Commissioner Greene moved approval of the October 7, 2019 minutes followed by a second from Commissioner Pierce. The motion carried unanimously (4-0).

## **1. CONSIDER APPROVAL OF CONSENT AGENDA**

Commissioner Pierce moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Consent Agenda consisted of the following:

- A. NCDOT Request to Add Providence Church Road to the State Secondary Road System
- B. Brant Acceptance – Hazmat Training
- C. Approval of 2019 JAG Grant MOUT with Salisbury City
- D. Permission To Apply For North Carolina Health and Human Services Grant, Community Linkages to Care for Overdose Prevention and Response
- E. Request Permission for Rowan County To Be Lead Agency In Enhancing Board of Elections Security
- F. Tax Refunds for Approval
- G. Bayada Home Health Care Contract
- H. R-Care/Comfort Keepers Contract
- I. Coltrane LIFE Center Contract
- J. Debt Write-Off for the Health Department
- K. Gilbert Engineering Contract – Town Creek Sanitary Sewer Outfall
- L. DSS Contract with RTS
- M. Blue Cross and Blue Shield of North Carolina Amendment and Contract
- N. To Close The Public Hearing and Accept The Notice of Withdrawal From China Grove Solar, LLC Dated the 7<sup>th</sup> Day of October, 2019
- O. Thanksgiving Office Hours

## **2. SPECIAL RECOGNITION**

### **A. Recognition of Retiring Library Director Jeff Hall**

Chairman Edds called Jeff Hall, Director of Rowan Public Library (Library), forward where he was joined by the Board of Commissioners in front of the dais.

Chairman Edds said Mr. Hall was retiring with over thirty-one (31) years of service with the Library. Mr. Hall was hired March 1, 1988 as a Circulations Librarian Trainee and was reclassified several times throughout his career with the Library. In 2007, Mr. Hall was promoted to Library Director and served in this capacity for over twelve (12) years.

Chairman Edds expressed appreciation to Mr. Hall for all he had done for Rowan County, for the Library, and for his passion for learning and reading. Chairman Edds also expressed appreciation for the leadership Mr. Hall and the Friends of Rowan Public Library had shown in bringing a new library to the Town of Cleveland. Chairman Edds felt Mr. Hall's mark would be left for generations to come for all he had done to help ensure success with reading and education.

Commissioner Caskey said he, too, appreciated all Mr. Hall had done for the Library. Commissioner Caskey said so much of what the Library did was important to the community. Commissioner Caskey said the employees he had talked with had described Mr. Hall as a great boss. Commissioner Caskey felt Mr. Hall had been a good servant to the people of Rowan County.

Commissioner Pierce said the Library in Cleveland would not have happened without Mr. Hall. Commissioner Pierce said as a former resident and student at Cleveland Elementary he remembered a small library that probably only held 500 books. Commissioner Pierce thanked Mr. Hall for his work and persistence and wished him well in retirement.

Commissioner Greene shared that he had been Mr. Hall's 6<sup>th</sup> grade teacher. Commissioner Greene said he was very proud of Mr. Hall and that he had been a wonderful asset to the County. Commissioner Greene said he had enjoyed working with Mr. Hall over the past five (5) years.

Chairman Edds presented Mr. Hall with a plaque of appreciation for his dedication and many years of service. A standing ovation and round of applause followed the recognition.

Mr. Hall thanked the Board and County Manager for their support. Mr. Hall also thanked the Staff of Rowan Public Library. Mr. Hall said he had stayed with the County because of the great staff. Mr. Hall said he had been truly blessed and he thanked the Board again for the special recognition.

Another round of applause followed Mr. Hall's comments.

#### **B. Lifeline EMS Gold Plus Award**

Lennie Cooper, EMS Division Chief, along with staff members Bradley Dean, Battalion Chief for Emergency services, and EMS Battalion Chief Daniel Robinson, were in attendance to present awards.

At this point, Mr. Dean explained the American Heart Association (AHA) Mission Lifeline was an effective program that saved and improved lives. Mr. Dean discussed the program and the agencies that were positively affected by the program. Mr. Dean discussed the requirements for achieving the Gold Plus Award and presented representatives from the following agencies with a certificate for their contributions in

helping Rowan County achieve the 2019 Mission Lifeline Gold Plus EMS Achievement Award.

**Franchise Agencies:** Rowan County Rescue; NuCare Carolina, Rowan Division; and Rowan County 911 Communications

**First Responder Agencies:** Salisbury Fire Department; Richfield Misenheimer Fire Department; Atwell Fire Department; Bostian Heights Fire Department; China Grove Fire Department; Cleveland Community Fire Department; East Gold Hill Fire Department; East Spencer Fire Department; Ellis Cross Country Fire Department; Enochville Fire and Rescue; Faith Fire Department; Franklin Fire Department; Granite Quarry Fire Department; Landis Fire Department; Liberty Fire Department; Locke Fire Department; Millers Ferry Fire Department; West Rowan Fire Department; Pooletown Fire Department; Rockwell City Fire Department; Rockwell Rural Fire Department; Rowan-Iredell Fire Department; Scotch-Irish Fire Department; South Salisbury Fire Department; Spencer Fire Department; Union Fire Department; Woodleaf Fire Department; and, Kannapolis Fire Department.

Mr. Robinson said without the assistance of the above agencies, the County would not be able to provide the services for many of the patients.

Chairman Edds said the County was responsible for many roles; however, life and public safety for the citizens was number one. Chairman Edds said many of the folks present for the award represented a small part of the emergency service community. Chairman Edds expressed appreciation for the individuals and volunteers who sacrifice their time when emergency calls are received.

Commissioner Greene said he would like to reiterate the comments made by Chairman Edds. Commissioner Greene thanked the agencies and volunteers for their service, especially during an age when it was so hard to find both dedicated employees and volunteers. Commissioner Greene said the recognition was well earned.

Commissioner Pierce said he was appreciative of the dedication for such a difficult job, as well as a commitment for the training required.

Commissioner Caskey said the group reminded him of what the country was founded on and of the patriotism for the sacrifices made. Commissioner Caskey said most folks did not understand the strain on families and the situations the agencies and volunteers had to go through. Commissioner Caskey thanked everyone for their service and said they made him very proud of the County.

A standing ovation and round of applause followed the recognition.

The Board of Commissioners posed for a photograph with those receiving the Award.

### **3. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one signed up to speak, Chairman Edds closed the Public Comment Period.

### **4. FINANCIAL REPORTS**

Assistant County Manager/Finance Director presented financial graphs that depicted the following information:

- Annual Cumulative Revenue Comparisons as of September FY 2020- \$53,642,846
- Annual Cumulative Expenditure Comparisons as of September FY 2020- \$31,561,355
- Annual Cumulative Current Year Property Tax Comparisons as of August FY 2020 - \$46,825,645
- Annual Cumulative Sales Tax Comparisons as of June in FY 2019 - \$26,614,717
- Monthly Sales Tax Comparisons as of June in FY 2019 - \$2,383,194

### **ADDITION**

#### **4a. Report from Rowan County Educators**

Carl Short, Chair of the Rowan Cabarrus Community College (RCCC) Board of Trustees (Trustees), provided the Board with an update regarding RCCC's efforts to move the County forward. Mr. Short said RCCC's leadership continued to be forward-thinking, anticipating the needs of the community and making the most of its limited resources.

Mr. Short said RCCC remained committed to its mission of building sustainable futures through the power of learning. RCCC hosted a strategic conversation with many community stakeholders from the Rowan Education Collaborative to discuss moving the County forward in today's competitive and ever-changing market.

Mr. Short reported that over the last several months, the Trustees and administration held discussions with administration and members of the Board of Commissioners, the administration and Board of Education for the Rowan-Salisbury Schools, the County's two (2) private colleges and economic development professionals about aligning aspirations and opportunities for the future.

According to Mr. Short, the scope of the project under consideration included an estimated 105,000 square feet of new construction and renovated space, which leveraged land currently held by the north campus of RCCC. It was anticipated the complex would be completed in the fall of 2024 at a cost of approximately \$45 million.

Mr. Short introduced a ratified resolution of support from the Trustees, as follows: "THEREFORE, the Rowan-Cabarrus Community College Board of Trustees requests the Rowan County Board of Commissioners place a bond referendum on the March 2020 ballot for construction of North Campus facilities projects in support of expansion

for career and technical education programs, which includes a technology education complex for Rowan-Cabarrus Community College.”

Mr. Short sought the Commissioners support for a new technology education complex that would address the community’s career and technical education needs through a bond referendum.

Dr. Carol Spalding, President of RCCC, stated that RCCC was committed to preparing the work force for the future and helping the citizens become more prosperous. Dr. Spalding said RCCC was the 8<sup>th</sup> largest community college of the 58 community colleges around the State. Dr. Spalding discussed the importance of higher education for jobs. Dr. Spalding explained that RCCC had been limited in its ability to offer trade/vocational education due to its inadequate capacity and facilities.

Dr. Spalding said the region had a great need for technical trades in automotive careers, machine and welding to mention a few. Dr. Spalding said RCCC had limited resources for training for these types of high-paying jobs.

Dr. Spalding recalled the last classroom funded at RCCC by the County was 43 years ago. Dr. Spalding pointed out the bond amount for the new complex would cost less than what would be spent for a new high school. The return would be much more immediate as the graduates would be able to get local jobs in a short period of time. The cost of tuition at any community college was less the \$3,000/year and students at RCCC were able to graduate free of debt. In closing, Dr. Spalding said the new complex would be a symbol of a new and better future.

Craig Lamb, Vice President of Corporate and Continuing Education, provided a power point and talked about workforce development. Mr. Lamb said RCCC had been working with different groups to align the educational strategies for the County. Mr. Lamb reviewed the goals of the Rowan County Education Collaborative as follows:

- Exceed national rates of educational attainment
- Double the number of occupational and career education completers
- Career-focused engagement opportunities for all students
- Increase placement rate of graduates with Rowan County Employers
- Leverage Rowan County’s community assets to foster a culture of education

Continuing with the power point, Mr. Lamb reviewed the student markets and talked about expanding the community competitiveness to compete for new firms, retain existing firms, attracting next generation firms. Mr. Lamb pointed out the workforce was a key decision factor in being competitive.

Mr. Lamb discussed the benefits of expanding Career and Technical Education Academies and also the types of demand-driven technical careers.



Chairman Edds talked about the importance of education alignment. Chairman Edds said Dr. Lynn Moody, Superintendent of RSSS, and Dr. Carol Spalding had pulled together decision makers from RCCC and RSSS, the Economic Development Commission, the private sector, Catawba and Livingstone Colleges to have a discussion as to how to align the County's educational goals. Chairman Edds stated that topics being taught were employer demand-driven. Chairman Edds said the issue was about a new mindset to change the education culture in Rowan County. Chairman Edds stated companies visited Rowan County as a potential location for their operations; however, it was discovered the County was not aligned with what some of the companies were looking for. Chairman Edds said in order to have higher paying jobs the County must have highly trained students. Chairman Edds said the project being presented was in response to the changes needed to move the County forward.

Commissioner Greene talked about the *Better Jobs for Better Lives in Rowan County* Project. Commissioner Greene discussed the difficulty in helping people understand that their circumstances were temporary and through education they could do whatever they liked. Commissioner Greene said the County was trying to raise the educational level in the County and the schools/colleges working were working together to let kids see college was possible for everyone. Commissioner Greene said the County could bring in better jobs in the future with an educated workforce and he felt the proposed complex was a good first step in the process.

Commissioner Caskey expressed enthusiasm for the opportunities the proposed project would provide for the County. Commissioner Caskey felt it important to continue to learn throughout life. Commissioner Caskey agreed the County needed more citizens with trained skills to in order to make Rowan County more competitive. Commissioner Caskey said the bond project would be presented to the citizens on the ballot. In closing, Commissioner Caskey thanked those who had worked to bring the project to the Board of Commissioners.

Chairman Edds distributed a letter from bond counsel, McGuire Woods, and also a timeline for the bond process.

Commissioner Pierce moved to direct staff to work with McGuire Woods to have a bond resolution ready for the first meeting in November for the Board to vote on. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

## **5. DISCUSSION TO AMEND CONTRACT WITH ADW ARCHITECTS**

Commissioner Pierce explained that he had no problem with what had been submitted to ADW Architects with the initial contract for renovations for the Agricultural Offices. Commissioner Pierce shared concerns with the limited funding; however, and the ability to move part of the Sheriff's Department to the West End Plaza (WEP). Commissioner Pierce said while he did not want to short the Ag community with their needs, he did not see the funds available for both projects. Commissioner Pierce said he was seeking a secondary bid that would provide the Ag facility at least 13,000 square feet of meeting

space just in case the figures did not come back to allow completion of all the projects that had been discussed. Commissioner Pierce referred to the layout in the agenda packet of the WEP and said he would like to see the cost of utilizing these spaces as an alternate option for the Ag upfit if the initial option was not within the budget.

Commissioner Caskey said he did not have a problem considering information; however, he did not want to impede the process already underway.

Commissioner Pierce reiterated he had no problem with the initial plan but said he wanted to see how the proposed option would compare cost-wise to the cost of the initial meeting area.

Commissioner Pierce clarified to Commissioner Caskey he was looking for an alternative plan/cost to the original meeting space that was estimated at \$7.6 million.

Commissioner Caskey said it would be difficult to vote if the architect was not present to ask questions of. Commissioner Caskey was uncertain the Board had enough information to consider the request.

Commissioner Pierce said he was simply trying to provide an alternative to the meeting area if the Board was going to expend all the funds available for the initial project.

Commissioner Greene said the plans were broken down into three (3) areas with set amounts for each. Commissioner Greene said if those plans were not acceptable, the Board could then consider what Commissioner Pierce was proposing.

Commissioner Pierce said if ADW came back with plans the County could not afford, the Board would be back at ground zero.

Chairman Edds said the Sheriff had a list of priorities with the first being space for evidence storage. Chairman Edds mentioned the County might also be faced with building jail space. Chairman Edds said the Sheriff was not asking to move to the WEP. Chairman Edds said if the Sheriff needed new office space, the County could begin to study those space needs. Chairman Edds said the County had performed a space needs study and also a master plan for WEP. Chairman Edds said stakeholders across the County had identified the former Belk building as an asset and to create space for events and meetings. Chairman Edds did not support taking the focus off the former Belk space for purposes other than an events/meeting space.

Further discussion ensued regarding the options that had been presented in the master plan for the Belk space. Following the conversation, Commissioner Pierce withdrew his request due to lack of support.

## **6. APPROVAL OF KITCHEN DESIGN AT ELLIS PARK**

Commissioner Pierce passed out a design from Architect Natalie Morgan for an upfit to the kitchen at Ellis Park. Commissioner Pierce said the rendering showed how the finished product would look. Commissioner Pierce said Ms. Morgan had met with staff as to the requirements for the space.

Facilities and Parks Director Don Bringle said he appreciated Commissioner Pierce requesting funding in the budget for the needs at Ellis Park. Mr. Bringle said the banquet hall and kitchen were used every weekend out of the year and there were steps that could be taken to make it a better space for the community to utilize. Mr. Bringle said the project was time sensitive and time had been reserved in January and February for the renovations. Mr. Bringle sought the Board's approval of the design and added that staff would bring the bid process back to the Board so work could begin in January.

Ms. Morgan, a native of Rowan County, reviewed the plans and talked about the needed upgrade for appliances and plumbing, etc. Ms. Morgan said the new configuration would be more efficient and also provide accessibility with lower counters. There would also be a secured pantry for staff to be able to secure supplies.

Following a brief discussion with Ms. Morgan, Commissioner Pierce moved to accept the floor plan as shown and to ask the Architect to go out for bid. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

## **ADDITION**

### **6a. CLOSED SESSION**

Chairman Edds moved at 7:41 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute § 143-318.11(a)(6) for a personnel matter.

The Board returned to Open Session at 8:18 p.m. No action was taken.

## **7. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 8:18 p.m. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

Greg Edds, Chairman  
Jim Greene, Vice- Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • Fax 704-216-8195

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS**

**October 25, 2019 – 3:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

Present: Greg Edds, Chairman (arrived at 3:10 p.m.)

Jim Greene, Vice-Chairman

Mike Caskey, Member

Judy Klusman, Member

Craig Pierce, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Vice-Chairman Greene convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

### **CONSIDER APPROVAL OF THE AGENDA**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda passed unanimously (4-0).

### **1. CLOSED SESSION**

Vice-Chairman Greene moved at 3:03 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute § 143-318.11(a)(6) for a personnel matter. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

The Board returned to Open Session at 3:32 p.m. The following actions were taken:

1. Commissioner Klusman moved to accept the resignation of Kelvin Byrd as Tax Administrator. The motion was seconded by Commissioner Pierce and passed unanimously (5-0).
2. Commissioner Klusman moved to approve the severance package for Mr. Byrd followed by a second from Commissioner Pierce. The motion passed unanimously (5-0).

3. Commissioner Klusman moved to appoint Tonya Parnell as the Rowan County Tax Collector at a salary of \$86,000/year for the prior Tax Administrator's term. The motion was seconded by Commissioner Pierce and passed unanimously (5-0).
4. Commissioner Klusman moved to appoint Phyllis Adams as the Interim Tax Assessor for the remainder of Mr. Byrd's term at \$4100 for 80 hours per month and any time over 80 hours to be paid at \$45/hour. The motion was seconded by Commissioner Caskey and passed unanimously (5-0).
5. Commissioner Caskey moved to allow County Manager Aaron Church to enroll in the University of Notre Dame, Executive Certificate in Leadership and Management Program for Professional Development, at a cost of \$7,500. The motion was seconded by Commissioner Greene and passed unanimously (5-0).

## **2. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 3:34 p.m. The motion was seconded by Commissioner Greene and passed unanimously (5-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** October 28, 2019  
**SUBJECT:** Add Performance Road in Atwell Township to the State Secondary Road System

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
DOT Request	10/28/2019	Cover Memo
DOT Performance Road Petition	10/28/2019	Cover Memo
DOT Map	10/28/2019	Cover Memo



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

October 16, 2019

Rowan County

Subject: Request for Addition

Mr. Greg Edds, Chairman  
Rowan County Board of Commissioners  
Attn: Ms. Carolyn Barger, Co. Mgr.  
Office 130 West Innes Street  
Salisbury, NC 28144

Dear Mr. Edds:

I am attaching a location map and petition requesting that Performance Rd., in the Atwell Township, be Added to the State Secondary Road System.

We would, therefore, appreciate it very much if you would have the County Commissioners act on this request and forward to us the proper Abandonment Form for our further handling.

Thanking you in advance for your assistance in this matter, and if I may be of further assistance, please advise.

Thank you,

DocuSigned by:

*Mezak Tucker*

B0EE8CF1EE8A499

Mezak Tucker, PE  
District Engineer

MT/jam

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION 9 DISTRICT 1  
4770 SOUTH MAIN STREET  
SALISBURY, NC 28147

Telephone: (704)-630-3200  
Fax: (704)-639-7566  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition

RECEIVED

SEP 27 2013

DIV 9 - DIST 1

**ROADWAY INFORMATION:** (Please Print/Type)

County: ROWAN Road Name: PERFORAMCE RD.  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: MOORESVILLE MOTORSPORTS CENTER Length (miles): 1

Number of occupied homes having street frontage: \_\_\_\_\_ Located (miles): \_\_\_\_\_

miles N ☐ S ☒ E ☐ W ☐ of the intersection of Route 1357 and Route 152  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of \_\_\_\_\_ in  
\_\_\_\_\_ County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: RENE J. DESCOTEAUX Phone Number: 704) 902-1641

Street Address: \_\_\_\_\_

Mailing Address: P.O. Box 1321 Mooresville NC 28115

**PROPERTY OWNERS**

Name

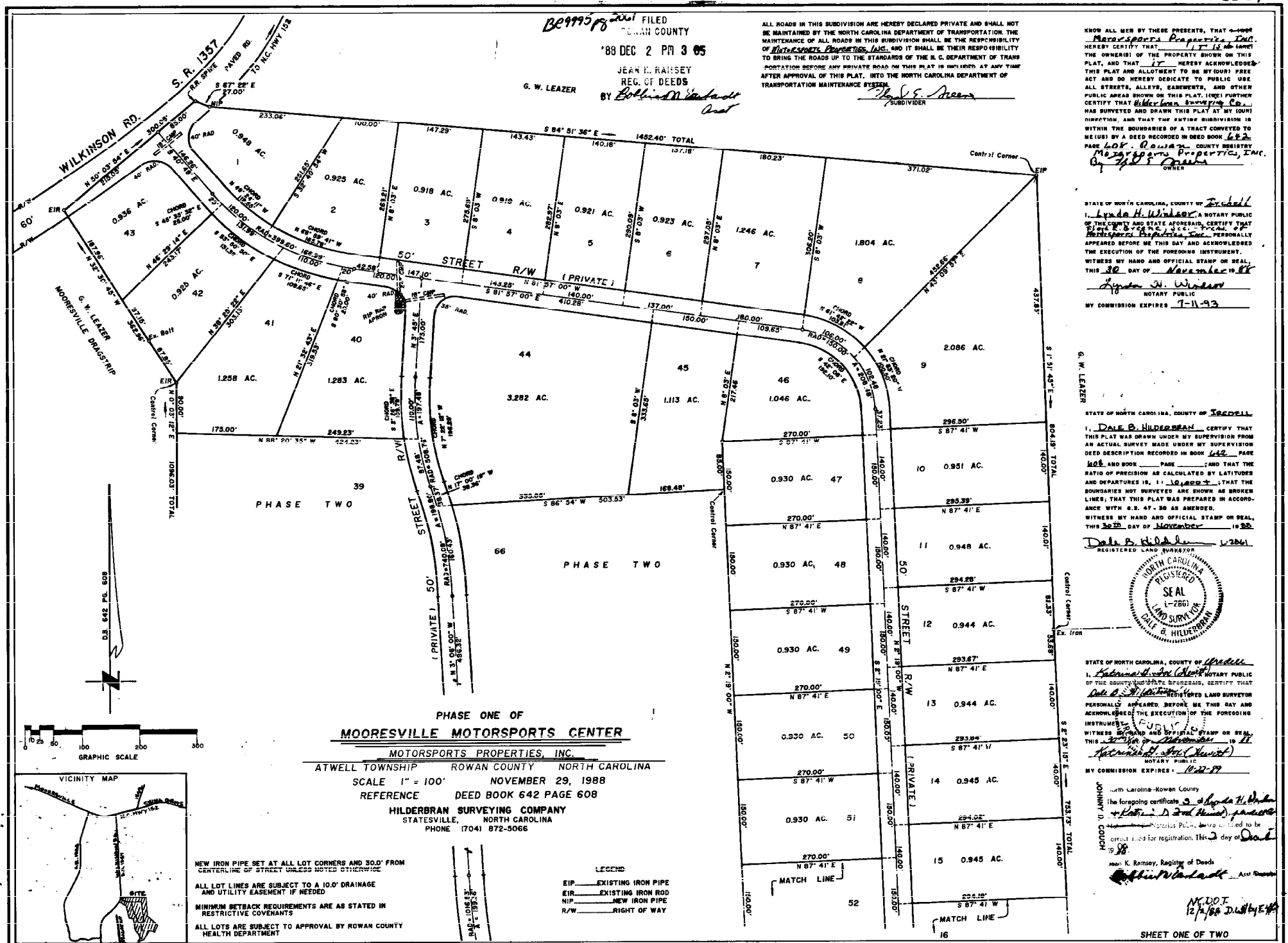
Mailing Address

Telephone

\* See attached sheets



2061



BE99578-2061 FILED  
ROWAN COUNTY  
'88 DEC 2 PM 3 05  
JEAN K. RAMSEY  
REG. OF DEEDS  
BY *Bollinger*

ALL ROADS IN THIS SUBDIVISION ARE HEREBY DECLARED PRIVATE AND SHALL NOT BE MAINTAINED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. THE MAINTENANCE OF ALL ROADS IN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT IT SHALL BE THEIR RESPONSIBILITY TO BRING THE ROADS UP TO THE STANDARDS OF THE N.C. DEPARTMENT OF TRANSPORTATION BEFORE ANY PRIVATE ROAD ON THIS PLAT IS IMPROVED AT ANY TIME AFTER APPROVAL OF THIS PLAT, INTO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION MAINTENANCE SYSTEM.

KNOW ALL MEN BY THESE PRESENTS, THAT *MOORESVILLE MOTORSPTS CENTER, INC.* HEREBY CERTIFY THAT *177 1/2* ACRES (THE OWNERS) OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT *IT* HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTTMENT TO BE MY OWN FREE ACT AND SO HEREBY DEDICATE TO PUBLIC USE ALL STREETS, ALLEYS, EASEMENTS, AND OTHER PUBLIC AREAS SHOWN ON THIS PLAT. I HEREBY FURTHER CERTIFY THAT *HILDERBRAN SURVEYING CO.* HAS SURVEYED AND DRAWN THIS PLAT BY MY OWN DIRECTION, AND THAT THE ENTIRE SUBDIVISION IS WITHIN THE BOUNDARIES OF A TRACT CONVEYED TO ME (US) BY A DEED RECORDED IN DEED BOOK *642* PAGE *608* ROWAN COUNTY REGISTERED *MOORESVILLE MOTORSPTS CENTER, INC.* OWNER

STATE OF NORTH CAROLINA, COUNTY OF *Rowan*  
I, *Lynnda H. Windsor*, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT *DALE B. HILDERBRAN* PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL STAMP ON SEAL, THIS *30* DAY OF *November* 19*88*  
*Lynnda H. Windsor*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES *7-11-93*

STATE OF NORTH CAROLINA, COUNTY OF *Rowan*  
I, *DALE B. HILDERBRAN* CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOK *642* PAGE *608* AND BOOK *642* PAGE *608* AND THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS *1:10,000*; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-36 AS AMENDED, WITNESS MY HAND AND OFFICIAL STAMP ON SEAL, THIS *30* DAY OF *November* 19*88*  
*Dale B. Hilderbran*  
REGISTERED LAND SURVEYOR



STATE OF NORTH CAROLINA, COUNTY OF *Rowan*  
I, *Johnny D. Couch*, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT *DALE B. HILDERBRAN* PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL STAMP ON SEAL, THIS *30* DAY OF *November* 19*88*  
*Johnny D. Couch*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES *11-27-99*

With Carolina-Rowan County  
the foregoing certificate of *Lynnda H. Windsor* and *Johnny D. Couch* is hereby acknowledged to be correct and true for registration. This *30* day of *December* 19*88*  
*JEAN K. RAMSEY, Registrar of Deeds*  
*Bollinger*  
N.C. DOT  
12/1/88 DLS/BJE/K  
SHEET ONE OF TWO

2061

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** October 17, 2019  
**SUBJECT:** Interstate Roofing Company Contract - Administration Building Roofing Renovation

---

Please see the attached contract.

Please approve the attached contract with Interstate Roofing Company to replace the roof on the J. Newton Cohen, Sr. Rowan County Administration Building. The bid was accepted by the Board of Commissioners on October 7, 2019.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Interstate Roofing Contract - Administration Building Roofing Renovation	10/17/2019	Cover Memo

**ROWAN COUNTY CONTRACT CONTROL FORM**
**Date:** 10/17/2019
**SECTION I - DEPARTMENT COMPLETES**

Department: <u>Facilities Management</u>	Account #: <u>1154134-573000</u>	Amount: \$ <u>276,000.00</u>
	Account #: _____	Amount: \$ <u>-</u>
		Total: \$ <u>276,000.00</u>
Vendor name: <u>Interstate Roofing</u>	Term Dates: _____	Until Project Complete
Contract description: <u>Roofing Renovation - Administration Building</u>		
POC name: <u>Jeff Taylor</u>	Phone: _____	
POC email: <u>jtaylor@interstateroofingco.com</u>		
Vendor mail address: <u>PO Box 240513, Charlotte, NC 28224</u>	Vendor #: <u>13123</u>	
<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> Contract renewal	Munis contract #: <u>NA</u>
<input type="checkbox"/> Amendment to contract	<input type="checkbox"/> Vendor signatures	Munis BA #, if applicable: <u>NA</u>
Notes: _____		
Department Head Initials: <u>[Signature]</u>		Date: <u>10/17/2019</u>

**SECTION II - CONTRACT ADMINISTRATOR REVIEW**

<input checked="" type="checkbox"/> Section I properly completed	<input checked="" type="checkbox"/> Requires Board approval (Y/N)	<u>11/4/2019</u>
<input checked="" type="checkbox"/> Budgeted funds are available	<i>*Requested copy of Perf. Bond 10/17/19.</i>	
Contract Administrator Initials: <u>[Signature]</u>		Date: <u>10/17/2019</u>
<i>- Bid Bond Attached</i>		

**SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE**

This document has been reviewed and approved by the IT Director as to technical content.

 IT Director Initials: NA

Date: \_\_\_\_\_

**SECTION IV - INSURANCE REVIEW**

<input type="checkbox"/> Hold contract pending receipt of Certificate of Insurance	<input type="checkbox"/> Certificate attached and approved	<input type="checkbox"/> No insurance required
Risk Manager Initials: _____		Date: _____

**SECTION V - LEGAL REVIEW**

<input type="checkbox"/> Non-appropriation clause	<input type="checkbox"/> Indemnity clause	<input type="checkbox"/> Termination clause	<input type="checkbox"/> E-verify clause
<input type="checkbox"/> Approved as to form and sufficiency		<input type="checkbox"/> If Board approval required, sent to Department for agenda item	
Attorney Initials: _____		Date: _____	

**SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT**

<input type="checkbox"/> Budgeted funds are available	<input type="checkbox"/> Contract has been pre-audited
Finance Director Initials: _____	Date: _____

**SECTION VII - COUNTY MANAGER REVIEW**
☐ Contract has been properly signed by all parties

County Manager Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES**

This document has been reviewed and approved by the Board of Commissioners and/or County Manager.		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____
<input type="checkbox"/> Document fully executed, scanned and posted on the County website		Date: _____
Contract Administrator Initials: _____		Date: _____

## Sifford, David

---

**From:** Sifford, David  
**Sent:** Thursday, October 17, 2019 9:46 AM  
**To:** 'Jeremiah Webster'; Bringle, Don E  
**Cc:** Dixie Johnson; 'Jeff Taylor (jtaylor@interstateroofingco.com)'  
**Subject:** RE: Rowan County Admin Building 019CLT-200  
**Attachments:** 019CLT-200 Administration Building Roof Replacement A101-2017.pdf

Hey Jeremiah,

Can we get a performance bond on this project? Our Board has been requiring a copy before they will approve and sign construction contracts.

Thanks,

David Sifford



NORTH CAROLINA

*Be an original.*

David Sifford | Purchasing Agent  
**Rowan County Finance Department**  
130 W Innes St, Salisbury, NC 28144  
[p] 704.216.8174 [f] 704.216.8166  
[www.rowancountync.gov](http://www.rowancountync.gov)

---

**From:** Jeremiah Webster [<mailto:jwebster@reiengineers.com>]  
**Sent:** Wednesday, October 16, 2019 8:14 AM  
**To:** Bringle, Don E; Sifford, David  
**Cc:** Dixie Johnson; 'Jeff Taylor (jtaylor@interstateroofingco.com)'  
**Subject:** FW: Rowan County Admin Building 019CLT-200

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Don/David,

Signed AIA agreement for Interstate is attached. I believe they would like to get started soon so let me know if you need anything else in order to execute this agreement.

Thank you,

Jeremiah Webster, PE, RBEC, RRC, RWC, REWC, RRO, FMPC  
Director of Technical Services



C 704.614.0747 | O 704.596.0331 x 224 | E [jwebster@REIengineers.com](mailto:jwebster@REIengineers.com)  
1927 JN Pease Place, Suite 201 | Charlotte, NC 28262

Engineering solutions for tomorrow™



ENGINEERS

---

September 23, 2019

Rowan County  
130 West Innes Street  
Salisbury, NC 28144

Attention: Don Bringle  
Facilities Management Director

Reference: Contract Award Recommendation  
Rowan County Administration Building  
Roof Replacement  
REI Project No. 019CLT-200

Dear Mr. Bringle:

Bids were opened at 1:00 PM on Thursday, September 19, 2019 for the above referenced project. Interstate Roofing Co., Inc. submitted the lowest total base bid in the amount of \$276,000.00. REI does not recommend accepting Alternate No. 1.

REI Engineer's estimated construction cost for the project was \$416,000.00; therefore, REI recommends this project be awarded to Interstate Roofing Co., Inc. in the amount of \$276,000.00.

Please contact our office if you have any questions regarding the bidding and awarding of this project.

Sincerely,

**REI Engineers**

Dixie Johnson,  
Engineering Intern

Enc: Certified Bid Tabulation  
Copy of Interstate Roofing Co., Inc. Bid Form

# BID TABULATION

**Owner Name:** Rowan County  
**Project Name:** Administration Building Roof Replacement  
**Bid Due Date:** September 19, 2019  
**Bid Due Time:** 1:00 PM

Bidders	Base Bid	Alternate No. 01	total	Unit Prices				Addenda No. 01	Bid Bond	RMA Form
				UP -1	UP-2	UP-3	UP-4			
Davco Roofing & Sheet Metal	\$ 278,000.00	\$ (2,700.00)	\$ 275,300.00	\$ 5.50	\$ 3.50	\$ 3.30	\$ 13.00	y	y	y
Interstate Roofing Co., Inc.	\$ 276,000.00	\$ -	\$ 276,000.00	\$ 3.00	\$ 6.00	\$ 1.50	\$ 12.00	y	y	y
Rike Roofing Services, Inc.	\$ 340,000.00	\$ 7,000.00	\$ 347,000.00	\$ 5.00	\$ 4.00	\$ 3.00	\$ 8.00	y	y	y
Triad Roofing	\$ 394,300.00	\$ 5,200.00	\$ 399,500.00	\$ 2.00	\$ 2.50	\$ 3.90	\$ 10.00	y	y	y

I hereby certify that this is a true tabulation of bids received.

*Dixie E. Johnson*  
 Dixie E. Johnson  
 Engineering Intern

9/19/2019  
 Date



SECTION 00 41 13

BID FORM – REVISION NO. 01

To: Mr. David Sifford  
Rowan County  
Finance Department  
130 West Innes Street  
Salisbury, North Carolina 28144

Project: Administration Building  
Roof Replacement

REI Project No. 019CLT-200

Date: 9-19-19

Contractor: Interstate Roofing Co

Address: PO Box 240513  
Charlotte, NC 28224

Phone: (704) 525-3143

Fax: ( )

Email: jtaylor@interstateroofingco.com

North Carolina License No.: 5841 Classification: S-Roofing Limitation: Unlimited

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto dated July 31, 2019 as prepared by REI Engineers, Inc., and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this proposal is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

BASE BID: Two Hundred Seventy Six Thousand Dollars (\$ 276,000.00 )  
(Words) (Figures)

ALTERNATES:

Alternate No. 1: Provide prefinished, prefabricated nonstructural flush seam wall panels with interlocking seams providing cladding protection of a weather barrier substrate along Roof Area B elevation wall. Alternate shall omit 500 linear feet from QA4 for repointing.

Add/Deduct: Words: ZERO Figures 0.00

ALLOWANCES:

Include in the Base Bid the \$20,000.00 Contingency Allowance specified in Section 01 21 00 of the Project Manual.

Include in the Base Bid the \$5,000.00 Mechanical Allowance specified in Section 01 21 00 of the Project Manual.

Include in the Base Bid the Quantity Allowances specified in Section 01 21 00 of the Project Manual.

Replace 100 sq. ft. of Damaged or Deteriorated Wood Plank/Plywood Deck.....	\$ 300.00
Replace 200 bd. ft. of Deteriorated Wood Blocking.....	\$ 1,200.00
Replace 900 sq. ft. of Disbonded or Damaged Asphalt Vapor Retarder.....	\$ 1,350.00
Repoint 1,000 lf. of Deteriorated Mortar Joints.....	\$ 1,200.00

**UNIT PRICES:**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents.

UP-1: Replace Deteriorated Wood Plank/Plywood Deck.....	\$ 3.00	/SF
UP-2: Replace Deteriorated Wood Blocking.....	\$ 6.00	/BF
UP-3: Repair Disbonded or Damaged Asphalt Vapor Retarder.....	\$ 1.50	/SF
UP-4: Repoint Deteriorated Mortar Joints.....	\$ 12.00	/LF

**MANUFACTURERS:**

Base bid shall utilize modified bitumen roofing materials manufactured by Soprema  
(One manufacturer only)

**BID HOLDING TIME AND ACCEPTANCE:**

The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but shall remain open during the bid holding period.

**SCHEDULE OF COMPLETION:**

The undersigned understands that time is of the essence and agrees to the Contract Time and liquidated damages as indicated in AIA Document A201, General Conditions of the Contract for Construction and Supplementary Conditions apply to this Work. The undersigned hereby agrees to commence work on this project within thirty (30) days following receipt of an Executed Owner/Contractor Agreement. Date of commencement will be established in a Notice to Proceed issued to Contractor. All work to be accomplished under the Base Bid and all alternates accepted shall be within sixty (60) calendar days from the date of commencement. Applicable liquidated damages shall be stated in the Section 00 73 00- Supplementary Conditions.

**ADDENDUM:**

Addendum received and used in computing bid:

Addendum No. 1	<u>9-13-19</u>	Addendum No. 2	_____
Addendum No. 3	_____	Addendum No. 4	_____

**SUBCONTRACTORS:**

If subcontractors are to be utilized, the General Contractor shall fill out all blanks on the list below. All subcontractors shall be listed. The general contractor shall identify work by the general, subcontractor or not applicable. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of this page.

Trade: <u>Waterproofing</u>	Company: <u>Southern Restoration Maintenance, Inc</u>
Trade: _____	Company: _____
Trade: _____	Company: _____
Trade: _____	Company: _____
Trade: _____	Company: _____

We do not plan to use subcontract forces: \_\_\_\_\_

Contractor Signature (sign if applicable)

**ENCLOSURES:**

- Bid Bond
- Roof Manufacturer's Acknowledgement Form (Section 00 62 33) for Manufacturer listed above.



Respectfully submitted this 19th day of September, 2019.

Company: Interstate Roofing Co

Printed Name: Jeff Taylor

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Vice President

North Carolina (State)

County of Mecklenburg

I, Donna B. Jones, a Notary Public for Union County, North Carolina (State), do hereby certify that Jeff Taylor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 19th day of September, 2019.

Donna B. Jones  
Notary Public



My commission expires Jan. 7, 2020.

END OF SECTION 00 41 13

## SECTION 00 62 33

## ROOF MANUFACTURER'S ACKNOWLEDGMENT

Owner: Rowan County

Project Name: Administration Building Roof Replacement

Project Address: 130 West Innes Street, Salisbury, North Carolina 28144

Roofing Contractor: Interstate Roofing CoAddress: PO Box 240513, Charlotte, NC 28224Telephone: 704-525-3143

This is to advise the Owner that having thoroughly reviewed the Specifications and Drawings contained within the Project Manual dated July 31, 2019 for the above-titled project, we acknowledge that the roof system(s) and flashing system(s) specified are suitable for the issuance of the specified Manufacturer's warranty on this project and have been tested and approved for the wind uplift pressures outlined in the project specifications. Having reviewed the project requirements in detail, the Manufacturer will provide a written response of exceptions to the Engineer through the contractor before five (5) days of the bid due date or as otherwise outlined in the Instructions to Bidders, if conflicts exist between the Manufacturer's warranty requirements and the above listed documents. Exceptions not submitted accordingly are subject to rejection. The manufacturer also certifies that the installer is approved, authorized, or licensed by the manufacturer to install the specified roof system and is eligible to provide the specified manufacturer's warranty. The manufacturer will comply with the specified requirements for on-site technical support.

Jason Dickens is hereby designated as our Liaison on this project.  
(Print or type name of Liaison)

336-455-2963  
Telephone

Soprema, Inc.  
Roof Manufacturer's Company Name

Jason Dickens/aop  
Roof Manufacturer Representative's Signature

9-16-19  
Date

Jason Dickens  
Roof Manufacturer Representative's Name

NC Sales  
Title

310 Quadral Dr., Wadsworth, OH 44281  
Roof Manufacturer's Address

800-356-3521  
Telephone

END OF SECTION 00 62 33

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
Interstate Roofing Company, Inc. \_\_\_\_\_ as  
principal, and Fidelity and Deposit Company of Maryland \_\_\_\_\_, as surety, who is  
duly licensed to act as surety in North Carolina, are held and firmly bound unto  
Rowan County \_\_\_\_\_ as obligee,  
in the penal sum of Five Percent of Amount Bid \_\_\_\_\_ 5% \_\_\_\_\_ DOLLARS, lawful money of  
the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ 19th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, 2019 \_\_\_\_\_

WHEREAS, the said principal is herewith submitting proposal for  
Rowan County Administration Building Roof Replacement  
and the principal desires to file this bid bond in lieu of making the cash deposit as required  
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that  
if the principal shall be awarded the contract for which the bid is submitted and shall  
execute the contract and give bond for the faithful performance thereof within ten days after  
the award of same to the principal, then this obligation shall be null and void; but if the  
principal fails to so execute such contract and give performance bond as required by G.S.  
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in  
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by  
G.S. 143-129.1

Interstate Roofing Company, Inc. \_\_\_\_\_ (SEAL)

By: David Jackson \_\_\_\_\_ (SEAL)  
David Jackson - President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

Fidelity and Deposit Company of Maryland \_\_\_\_\_ (SEAL)

By: Catherine Thompson \_\_\_\_\_ (SEAL)  
Catherine Thompson, Attorney-in-Fact



Bond Number Bid Bond

Obligee Rowan County

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Catherine Thompson, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

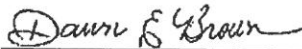
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Robert D. Murray  
Vice President



By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of September, 2019.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the Ninth day of October in the year Two Thousand Nineteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Rowan County  
Facilities, Maintenance & Parks  
425 Airport Road  
Salisbury, North Carolina 28147

and the Contractor:  
(Name, legal status, address and other information)

Interstate Roofing Company  
PO Box 240513  
Charlotte, North Carolina 28224

for the following Project:  
(Name, location and detailed description)

Administration Building Roof Replacement  
130 West Innes Street  
Salisbury, North Carolina 28144

The Architect:  
(Name, legal status, address and other information)

REI Engineers, Inc.  
1927 J.N. Pease Place, Suite 201  
Charlotte, North Carolina 28262

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA3F)



## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Sixty ( 60 ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Seventy-Six Thousand Dollars (\$ 276,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Item	Price
Not Applicable	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Contingency Allowance	\$20,000.00
Mechanical Allowance	\$ 5,000.00
Replace 100 sq. ft. of Damaged or Deteriorated Wood Plank/Plywood Deck	\$ 300.00
Replace 200 bd. ft. of Deteriorated Wood Blocking	\$ 1,200.00
Replace 900 sq. ft. of Disbonded or Damaged Asphalt Vapor Retarder	\$ 1,350.00
Repoint 1,000 lf. of Deteriorated Mortar Joints	\$ 1,200.00

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Repair Deteriorated Wood Plank/Plywood Deck	SF	\$ 3.00
Replace Deteriorated Wood Blocking	BF	\$ 6.00
Replace Disbonded or Damaged Asphalt Vapor Retarder	SF	\$ 1.50
Repoint Deteriorated Mortar Joints	LF	\$12.00

§ 4.5 Liquidated damages, if any:

Init.

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User Notes:

(3B9ADA3F)



*(Insert terms and conditions for liquidated damages, if any.)*

If the Contractor has not substantially completed the work within the specified contract time period and no time extension is granted, the contract amount shall be reduced by the sum of five hundred (\$500) dollars per day for each day in excess of the scheduled date of completion. Deductions from the original contract amount will be documented in the form of a Change Order. Should the Owner or Architect delay the starting time or any portion of the work, an equitable adjustment will be made in the schedule.

If the Contractor has not completed the punch list items within fifteen (15) days of the substantial completion inspection, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

If the Contractor has not submitted the required closeout documents within thirty (30) calendar days after Substantial Completion of the Work, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Not Applicable

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than Forty-Five (45) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

Init.



- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the contractor if the contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Engineer, engineer or owner has been corrected by the contractor and accepted by the Engineer, engineer or owner. If the owner determines the contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the owner with written consent of the surety shall release to the contractor all retainage on payments held by the owner: (i) the owner receives a certificate of substantial completion for the Engineer in charge of the project; or (ii) the owner receives beneficial occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Init.

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Not Applicable %

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

Init.



## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Don Bringle  
425 Airport Road  
Salisbury, North Carolina 28147

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Jeff Taylor  
PO Box 240513  
Charlotte, North Carolina 28224

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Init.

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User Notes:

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Not Applicable

§ 8.7 Other provisions:

Not Applicable

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds (Not Applicable)
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not Applicable

.5 Drawings

Number	Title	Date
00 01 15	List of Drawings contained in REI Project Manual entitled "Rowan County Administration Building Roof Replacement"	July 31, 2019

.6 Specifications

Section	Title	Date
00 01 10	Table of Contents contained in REI Project Manual entitled "Rowan County Administration Building Roof Replacement"	July 31, 2019

.7 Addenda, if any:

Number	Date	Pages
1	September 13, 2019	18

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

Not Applicable

- ☐ The Sustainability Plan:

Title	Date	Pages
Not Applicable		

- ☐ Supplementary and other Conditions of the Contract:

Init.

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	July 31, 2019	6

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Not Applicable

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

Don Bringle, Parks & Recreation Director  
Rowan County  
*(Printed name and title)*

  
\_\_\_\_\_  
**CONTRACTOR (Signature)**

Jeff Taylor, Vice President  
Interstate Roofing Company  
*(Printed name and title)*

Init.



## Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:24:21 ET on 10/09/2019.

### PAGE 1

**AGREEMENT** made as of the Ninth day of October in the year Two Thousand Nineteen

...

Rowan County  
Facilities, Maintenance & Parks  
425 Airport Road  
Salisbury, North Carolina 28147

...

Interstate Roofing Company  
PO Box 240513  
Charlotte, North Carolina 28224

...

Administration Building Roof Replacement  
130 West Innes Street  
Salisbury, North Carolina 28144

...

REI Engineers, Inc.  
1927 J.N. Pease Place, Suite 201  
Charlotte, North Carolina 28262

### PAGE 2

[ X ] A date set forth in a notice to ~~proceed issued by the Owner~~ proceed.

### PAGE 3

[ X ] Not later than Sixty ( 60 ) calendar days from the date of commencement of the Work.

...

Not Applicable

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Seventy-Six Thousand Dollars (\$ 276,000.00 ), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 ~~Alternates, if any, included in the Contract Sum:~~ The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

...

Not Applicable

...

Not Applicable

...

<u>Contingency Allowance</u>	<u>\$20,000.00</u>
<u>Mechanical Allowance</u>	<u>\$ 5,000.00</u>
<u>Replace 100 sq. ft. of Damaged or Deteriorated Wood Plank/Plywood Deck</u>	<u>\$ 300.00</u>
<u>Replace 200 bd. ft. of Deteriorated Wood Blocking</u>	<u>\$ 1,200.00</u>
<u>Replace 900 sq. ft. of Disbonded or Damaged Asphalt Vapor Retarder</u>	<u>\$ 1,350.00</u>
<u>Repoint 1,000 lf. of Deteriorated Mortar Joints</u>	<u>\$ 1,200.00</u>

...

<u>Repair Deteriorated Wood Plank/Plywood Deck</u>	<u>SF</u>	<u>\$ 3.00</u>
<u>Replace Deteriorated Wood Blocking</u>	<u>BF</u>	<u>\$ 6.00</u>
<u>Replace Disbonded or Damaged Asphalt Vapor Retarder</u>	<u>SF</u>	<u>\$ 1.50</u>
<u>Repoint Deteriorated Mortar Joints</u>	<u>LF</u>	<u>\$12.00</u>

#### PAGE 4

If the Contractor has not substantially completed the work within the specified contract time period and no time extension is granted, the contract amount shall be reduced by the sum of five hundred (\$500) dollars per day for each day in excess of the scheduled date of completion. Deductions from the original contract amount will be documented in the form of a Change Order. Should the Owner or Architect delay the starting time or any portion of the work, an equitable adjustment will be made in the schedule.

...

If the Contractor has not completed the punch list items within fifteen (15) days of the substantial completion inspection, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

...

If the Contractor has not submitted the required closeout documents within thirty (30) calendar days after Substantial Completion of the Work, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.



...

Not Applicable

...

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~ Forty-Five (45) days after the Architect receives the Application for Payment.

PAGE 5

5%

...

Not Applicable

...

When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the contractor if the contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Engineer, engineer or owner has been corrected by the contractor and accepted by the Engineer, engineer or owner. If the owner determines the contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the owner with written consent of the surety shall release to the contractor all retainage on payments held by the owner: (i) the owner receives a certificate of substantial completion for the Engineer in charge of the project; or (ii) the owner receives beneficial occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

PAGE 6

Not Applicable

...

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than ~~30~~ 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

...

Not Applicable %

...

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

**PAGE 7**

Not Applicable

...

Don Bringle  
425 Airport Road  
Salisbury, North Carolina 28147

...

Jeff Taylor  
PO Box 240513  
Charlotte, North Carolina 28224

**PAGE 8**

Not Applicable

...

Not Applicable

...

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds -(Not Applicable)

...

Not Applicable

...

<u>00 01 15</u>	<u>List of Drawings</u>	<u>July 31, 2019</u>
	<u>contained in REI Project</u>	
	<u>Manual entitled “Rowan</u>	
	<u>County Administration</u>	
	<u>Building Roof</u>	
	<u>Replacement”</u>	

...

<u>Section</u>	<u>Title</u>	<u>Date</u>
00 01 10	Table of Contents contained in REI Project Manual entitled "Rowan County Administration Building Roof Replacement"	July 31, 2019

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
...			
1	September 13, 2019	18	
...			
<u>Not Applicable</u>			

...

Not Applicable

PAGE 9

00 73 00	Supplementary Conditions	July 31, 2019	6
...			
<u>Not Applicable</u>			

...

<u>Don Bringle, Parks &amp; Recreation Director</u> <u>Rowan County</u>	<u>Jeff Taylor, Vice President</u> <u>Interstate Roofing Company</u>
--	---

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Jeremiah Webster, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:24:21 ET on 10/09/2019 under Order No. 2633407853 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
10/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> Interstate Roofing Company, Inc. P. O. Box 240513 Charlotte, NC 28224		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Builders Premier Insurance Company <b>INSURER B:</b> Builders Mutual Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13036 10844	

**COVERAGES****CERTIFICATE NUMBER:** W13220437**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

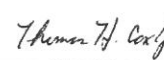
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		PCP0003659 09	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>			PCA 0002921 09	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WCP 1002070 09	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re Job: Rowan County Administration Building, 130 West Innes St, Salisbury, NC 28144

Rowan County and REI Engineers are included as Additional Insureds under the General Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Rowan County 130 West Innes Street Salisbury, NC 28144	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** October 17, 2019  
**SUBJECT:** City of Concord Grant Agreement - Enhanced Mobility

---

Please see the attached grant agreement.

Please approve the attached grant agreement with the City of Concord for Enhanced Mobility of Seniors and Individuals with Disabilities. The grant application was approved by the Board on October 15, 2018.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
City of Concord Grant Agreement - Enhanced Mobility	10/17/2019	Cover Memo

# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 10-9-19

## SECTION I - DEPARTMENT COMPLETES

Department: Rowan Transit System Account #: 1144521-431001-64527 Amount: \$ 104,000.00  
 Account #: 1144521-425109-64527 Amount: \$ 26,000.00  
 Total: \$ 130,000.00  
 Vendor name: City of Concord Term Dates: October 1, 2019 - June 30, 2020  
 Contract description: 5310 Enhanced Mobility of Seniors and Individuals with Disabilities FY'20 Urban Transportation Grant  
 POC name: Stephanie Fudurich Phone: (704) 920-5222  
 POC email: fudurichs@ConcordNC.gov  
 Vendor mail address: 35 Cabarrus Ave West, PO Box 308, Concord, NC 28026-308 Vendor #: 7869  
☒ New contract ☐ Contract renewal  
☐ Amendment to contract ☐ Vendor signatures  
 \*\*\*DO NOT PRE-AUDIT-CITY OF CONCORD FINANCE DIRECTOR WILL PRE-AUDIT  
 Notes: Contract is due to Concord as soon as possible.

Department Head Initials: [Signature] Date: 10-9-19

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

☐ Section I properly completed ☐ Requires Board approval (Y/N)  
☐ Budgeted funds are available **Application Approved 10/15/2018**  
 Contract Administrator Initials: [Signature] Date: 10/17/19

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.  
 IT Director Initials: N/A Date:

## SECTION IV - INSURANCE REVIEW

☐ Hold contract pending receipt of Certificate of Insurance ☐ Certificate attached and approved ☐ No insurance required  
 Risk Manager Initials:  Date:

## SECTION V - LEGAL REVIEW

☐ Non-appropriation clause ☐ Indemnity clause ☐ Termination clause ☐ E-verify clause  
☐ Approved as to form and sufficiency ☐ If Board approval required, sent to Department for agenda item  
 Attorney Initials:  Date:

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

☐ Budgeted funds are available ☐ Contract has been pre-audited  
 Finance Director Initials:  Date:

## SECTION VII - COUNTY MANAGER REVIEW

☐ Contract has been properly signed by all parties  
 County Manager Initials:  Date:

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. ☐ Yes ☐ No Date:   
☐ Document fully executed, scanned and posted on the County website Date:   
 Clerk Initials:  Date:



35 Cabarrus Avenue West, P.O. Box 308, Concord, NC 28026 - concordnc.gov

October 8, 2019

Rowan County  
Franklin D. Barnes  
2726 Old Concord Rd  
Salisbury, NC 28146

RE: Rowan Transit Elderly and Disabled Transportation

Dear Subrecipient:

The City of Concord, as the designated recipient of Federal Transit Administration (FTA) funds for the Cabarrus-Rowan Urbanized Area, is pleased to announce that we made an application for FTA in the amount of \$104,000 to support the above referenced project. By accepting these federal funds, your organization will be recognized as a subrecipient and, as such, is subject to all FTA federal requirements.

I have been assigned as the City of Concord's project manager for project oversight and will coordinate the process with you. The subrecipient agreement is being processed now that the federal award is received.

Please note that Certifications and Assurances must be completed annually for the duration of your active grant. All organizations are required to certify compliance with numbers one and three. If other certifications apply to this project and your organization, you also should certify those.

Since the application is processed and awarded, City of Concord will be able to enter into a subrecipient agreement with your organization. Until the Subrecipient agreement is signed, you do not have funding.

I look forward to working with you throughout the grant process.

Regards,

A handwritten signature in cursive script, appearing to read "Stephanie Fudurich".

Stephanie Fudurich  
Grants Program Administrator

Finance

Phone (704) 920-5200 • Fax (704) 920-6951



STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

SECTION 5310  
GRANT AGREEMENT  
NO. NC-2019-065-02

THIS AGREEMENT is made this the 1 day of October 2019 (herein "Effective Date"), by and between the CITY OF CONCORD (herein "City"), and Rowan County (herein "Subrecipient") (collectively, the "Parties") for a transit project for seniors and individuals with disabilities in the Concord Urbanized Area ("Concord UZA"). The parties acknowledge and agree that the Effective Date of this Agreement is October 1, 2019 and that all terms and conditions have been in force and effect from the Effective Date.

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities ("Section 5310"); and

WHEREAS, the Federal Transit Administration (the "FTA") has designated the City of Concord as a grant recipient for capital and operating grants for Federal funds ; and

WHEREAS, the Governor of North Carolina designated the City of Concord, as the "designated recipient" of Section 5310 funds for the Concord UZA with the responsibility of evaluating and selecting Projects proposed by eligible subrecipients for Section 5310 funds; and

WHEREAS, the Parties desire to secure and utilize Section 5310 grant funds for operation of new or expanded transportation services to meet the special needs of seniors and individuals with disabilities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

**AGREEMENT**

1. **Purpose.** The purpose of this Agreement is to provide the Subrecipient with operating assistance for the Section 5310 Project prepared, endorsed, approved, and transmitted by the Subrecipient to the City (the "Project"), and to state the terms, conditions, and mutual undertakings of the Parties as to the manner in which the Project will be undertaken and completed.
2. **Project Implementation.** Subrecipient agrees to carry out the Project as follows:
  - 2.1 **Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
    - a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements", dated August 27, 2012;
    - b. FTA Circular 9045.1, "9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated May 1, 2007;
    - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
    - d. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";

- e. FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients";
- f. FTA Circular 4704, "Equal Employment Opportunity Program Guidelines for Grant Recipients";
- g. FTA Master Agreement, dated October 1, 2017;
- h. FTA Circular 4220.1F, "Third Party Contracting Guidance", dated March 13 14, 2013;
- i. The State Management Plan for Federal and State Transportation Programs ("State Management Plan");
- j. The Coordinated Transportation Plan for Cabarrus County; and
- k. Subrecipient's Project Documents attached and incorporated herein as Exhibit A.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

**3. Definitions.** Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City or Direct Recipient means the City of Concord.
- 3.2 Applicant, or Subrecipient means Rowan County.
- 3.3 DOT means the U.S. Department of Transportation
- 3.4 FTA means the Federal Transit Administration
- 3.5 Grant Funds means the FTA funds provided by the City for Subrecipient's Section 5310 Project.
- 3.6 NCDOT means the North Carolina Department of Transportation.
- 3.7 OMB means the United States Office of Management and Budget.
- 3.8 Prior Approval means securing the City's written permission prior to taking action or incurring a certain cost.

**4. Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

Exhibit A: Subrecipient's Project Documents

Exhibit B: Federal Certifications

Exhibit C Section 5310 Program Management Plan

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;

- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein by reference (herein "Project") except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

5.1. **Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5310 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. **Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient's Project Documents, incorporated into this Agreement as Exhibit A.

6.1 **City Share.** The City shall provide, from Federal funds, Eighty Percent (80%) of the actual net operating costs of the Project ("City's Share"), not to exceed one hundred four thousand dollars. (\$104,000.00).

6.2 **Subrecipient Share.** Subrecipient shall provide Twenty Percent (20%) of the actual net operating costs of the Project as defined in Subrecipient's Project Documents and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Project Documents. Non-cash contributions to Subrecipient's Share, such as donations, volunteer services, or in-kind contributions, may only be counted if the contribution is for an eligible cost under the Section 5310 program and it was included in the Subrecipient's In-Kind Valuation Plan approved by the City. The value of in-kind contributions must be documented and supported. The net cost is the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the actual cost.

7. **Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Reimbursement Request detailing all direct and indirect costs (if previously approved) incurred pursuant to this Agreement, as further detailed in Exhibit A.

7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.

7.2. All reimbursable expenses submitted by Subrecipient must comply with the City's requirements; the OMB's "Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for Federal Awards,” 2 CFR Part 200 and the U.S. DOT’s implementing regulations, 2 CFR Part 1201; and Part 30 of the Federal Acquisition Regulations (FAR).

- 7.3. The City shall disburse the City’s Share within thirty (30) days of each valid Reimbursement Request and Quarterly Progress Report and Quarterly Financial Status Report for each quarter submitted by Subrecipient until it has disbursed the entire City Share of the Project Costs. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
  - 7.4. The City’s determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
  - 7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation and other payments and deductions which are required by law in connection with the Project.
8. **Period of Performance.** This Agreement shall commence upon the date of execution, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from **October 1, 2019 through June 30, 2021.** Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.
9. **Accounts and Records.**
- 9.1. **Establishment and Maintenance of Accounting Records.** Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
  - 9.2. **Documentation of Project Costs.** All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established by the OMB’s “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200 and the U.S. DOT’s implementing regulations, 2 CFR Part 1201.
  - 9.3. **Allowable Costs.** Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
    - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
    - b. Necessary in order to accomplish the Project;
    - c. Reasonable in amount for the goods or services purchased;

- d. Actual net costs to Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the cost actually incurred);
  - e. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
  - f. Made in conformance with the federal cost principles set forth in OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201;
  - g. Satisfactorily documented; and
  - h. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.
10. **Reports.** Subrecipient shall advise the City regarding the progress of the Project at such time and in such manner as provided in Exhibit C, "Section 5310 Program Management Plan", attached and incorporated hereto. Subrecipient shall report on a monthly, quarterly, and annual basis ridership and other data in the form as requested by the City, including an invoice for reimbursement of eligible costs. Subrecipient shall collect and submit to the City, at such time as the City requires, financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the City. In addition, Subrecipient shall furnish the City with a copy of an independent annual audit following completion of the Project.
11. **Equipment.** Equipment purchased for the Project shall only be used for passenger transportation services as approved in Subrecipient's Project Documents, attached as Exhibit A. Subrecipient understands and agrees that the FTA retains an interest in any Project equipment for that equipment's useful life or until it purchases the federal interest, whichever occurs first. Subrecipient shall only use Project equipment purchased with Grant Funds for public transportation services as approved by the City even if federal funding of the Project is discontinued. Subrecipient shall not transfer ownership of any Project equipment without prior written approval from the City and the FTA, if required.
- 11.1 Equipment's Useful Life. Subrecipient may purchase the federal interest of Project equipment any time prior to the expiration of the equipment's useful life. The federal interest is the federal percentage share of the equipment's current fair market value as determined by an independent appraisal of the equipment.
- 11.2 Vehicles. Subrecipient understands and agrees that the FTA retains an interest in any vehicles purchased for the Project. That interest continues for the useful life of the vehicle or until Subrecipient purchases the FTA's interest, whichever occurs first. Subrecipient understands and agrees that, in order to protect the FTA's interest, the City shall retain the title for any vehicles purchased for the Project.
- 11.3 Vehicle Use. Subrecipient understands and agrees that any vehicles purchased with Grant Funds are expected to attain a minimum of 100 passenger service miles per week, per vehicle or 100 one-way passenger trips per week per vehicle.
- 11.4. Replacement Vehicles. If an accident occurs that removes a vehicle from further operations prior to the end of its useful life, the City shall receive the insurance proceeds. If Subrecipient purchases a replacement vehicle of a similar type and of equal or greater value than the one damaged, the City shall forward the insurance proceeds to



Subrecipient once Subrecipient provides evidence of its purchase. If Subrecipient does not purchase a replacement vehicle, the City shall retain the federal percentage share of the insurance proceeds and provide Subrecipient with the local percentage share of the insurance proceeds.

- 11.4. Maintenance. Subrecipient shall follow the maintenance requirements for vehicles as provided in CATS Facility Maintenance Plan and Bus Fleet Management Plan (combined the "FMP") for preventative maintenance, vehicle servicing, and vehicle replacement. Subrecipient shall make these records as well as its vehicles available for inspection during the City's site visits.
  - 11.5. Database. Subrecipient shall maintain a database of vehicle inventory records that shall include but not be limited to the vehicle year, make, and model; date accepted; included equipment; location; inspection, mileage and condition; funding used for the purchase; and maintenance information.
12. **Audit and Inspection.** Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.
- Subrecipient shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA.
13. **Representations and Warranties of Subrecipient.** Subrecipient represents and covenants that:
- 13.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
  - 13.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A and B.
  - 13.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
  - 13.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
  - 13.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.

- 13.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6.

**14. Termination of Agreement.**

- 14.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.
- 14.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 14.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 14.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- 14.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- 14.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 14.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.

- 15. Relationship of the Parties.** The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the

FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

## **16. Indemnification.**

- 16.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 16.2 This Section 16 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 16.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

## **17. Insurance.**

### **17.1 General Requirements.**

- a. Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this **Section 17**, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- b. All insurance policies required by **Section 17.2** shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the



Insurance Commissioner's Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by **Section 17.2**.

- c. Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Contract. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in **Section 16**).
  - d. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
  - e. Within three (3) days after execution of this Contract, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this **Section 17** have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Contract.
  - f. Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
  - g. If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 17**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 17.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- a. **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
  - b. **Commercial General Liability.** Bodily injury and property damage liability shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property

damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

c. **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

d. **Umbrella.** Umbrella insurance should be no less than \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, \$2,000,000 per occurrence.

e. **Professional Liability.** Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Subrecipient under this Agreement and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

Non-Hazardous Activities: \$1,000,000 per claim/\$1,000,000 annual aggregate.

Hazardous Activities:

For contracts less than \$100,000: \$2,000,000 per claim/\$2,000,000 annual aggregate.

For contracts over \$100,000: \$5,000,000 per claim/\$5,000,000 annual aggregate

18. **Drug-Free Workplace.** The City is a drug-free workplace employer. The Concord City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 18.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 18.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 18.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 18.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 18.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 18.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

**19. Civil Rights.** As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with all civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations.
- c. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures the compliance of each third party Subrecipient at any tier of the Project and each sub-recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Subrecipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. E-Verify Compliance. The Subrecipient agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, will require that the contractors and its subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64.
- e. Disadvantaged Business Enterprises. The Subrecipient agrees to promote the use of small and disadvantaged business enterprise contractors.

(1) Policy. It is the policy of the CITY that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to

compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

- (2) Goals. Even though specific DBE goals are not established for this project, the CITY encourages the Subrecipient to have participation from DBE contractors and/or suppliers.
- (3) Listing of DBE Subcontractors. The Subrecipient shall submit a listing of all known DBE subcontractors that will participate in the performance of this Project.
- (4) DBE Certification. Only contractors identified as DBE certified through NCDOT's Unified Certification Program (UCP) shall be listed and counted for DBE participation.
- (5) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels, the Subrecipient shall provide the CITY with an accounting of said payments.
- (6) Replacement of Subcontractors. Subrecipient shall not replace a DBE subcontractor without prior approval of the CITY. CONTRACTOR agrees to make a good faith effort to replace any DBE subcontractor with another DBE subcontractor.

f. Access for Individuals with Disabilities. The Subrecipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the CITY determines otherwise in writing.

g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the CITY determines otherwise in writing, the Subrecipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

- h. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the CITY determines otherwise in writing.
- i. Other Nondiscrimination Laws. The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

- 20. Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient:

Franklin D. Barnes  
2726 Old Concord Rd  
Salisbury, NC 28146  
Phone: (704)216-8889  
E-mail:  
[Franklin.Barnes@rowancountync.gov](mailto:Franklin.Barnes@rowancountync.gov)

For the City:

Stephanie Fudurich  
35 Cabarrus Ave West  
PO Box 308  
Concord, NC 28026-308  
Phone: (704) 920-5229  
Fax: (704) 920-5231  
E-mail: [fudurichs@concordnc.gov](mailto:fudurichs@concordnc.gov)

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

For Subrecipient:

Jay Dees  
Rowan County Attorney  
130 West Innes Street  
Salisbury, NC 28144  
(704)-216-8198  
Jay.Dees@rowancountync.gov

For the City:

Valerie Kolczynski  
City Attorney's Office  
35 Cabarrus Ave West  
PO Box 308  
Concord, NC 28226  
Phone: (704) 920-5118  
E-mail: kolczynv@concordnc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

21. **Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Cabarrus County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Cabarrus County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

22. **Breaches and Dispute Resolution.**

- 22.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.
- 22.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.
- 22.3 **Subcontract Inclusion.** Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.
- 22.4 **Parties at Issue and Required Notice.**
- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute



resolution upon the parties to the issue.

- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Subsection 18.6.1 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

22.5 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

22.6 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Subsection 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute

resolution process, unless the parties agree otherwise.

23. **No Liability for Special or Consequential Damages.** The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.
24. **Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
25. **No Publicity.** No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.
26. **Approvals.** All approvals or consents required under this Agreement must be in writing.
27. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.
28. **Survival of Provisions.** All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:
- |             |  |
|-------------|--|
| Section 7.5 | “Employment Taxes and Employee Benefits”         |
| Section 11  | “Equipment”                                      |
| Section 13  | “Representations and Warranties of Subrecipient” |
| Section 14  | “Termination of Agreement”                       |
| Section 16  | “Indemnification”                                |
| Section 17  | “Insurance                                       |
| Section 20  | “Notices and Principal Contacts”                 |
29. **Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.



30. **Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

31. **Construction of Terms.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

32. **Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

- 32.1 **Energy Conservation.** Subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et. seq.* This requirement extends to all third party contractors and their contracts at every tier.

- 32.2 **Clean Water.**

(a) Subrecipient agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 32.3 Clean Air. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 32.4 Recovered Materials. Subrecipient agrees to comply with all the requirements of section 6002 of the Resource conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 32.5 Charter Bus Operations. Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- 32.6 School Bus Operations. Pursuant to 49 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 32.7 Lobbying. Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601, *et seq.*, Subrecipient shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." This requirement extends to all third-party contractors and their contracts at every tier. Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Project Documents in Exhibit A.
- 32.8 Access to Records and Reports. Subrecipient agrees to provide the City, the FTA

Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Subrecipient agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until the City, the FTA Administrator, the Comptroller General or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

32.9 Federal Changes. Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

32.10 No Government Obligation to Third Parties. The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5310 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5310 grant.

Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

32.11 Program Fraud and False or Fraudulent Statements or Related Acts.

(a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

(b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18

U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.

- (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

32.12 Government-Wide Debarment and Suspension (Nonprocurement). This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. Upon execution of this Agreement, Subrecipient certifies as follows:

“The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

32.13 Civil Rights Requirements. The following requirements apply to this Agreement:

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

- (i) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect

construction activities undertaken in the course of the Project. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (ii) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 32.14 Disadvantaged Business Enterprises. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate. Subrecipient agrees to include the assurance in this paragraph in any agreement it signs with a subcontractor for the Project.
- 32.15 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:
  - (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
  - (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
  - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;



- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.16 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

**CITY OF COCORD**

By: \_\_\_\_\_

Print Name: Lloyd Wm. Payne, Jr.

Title: City Manager

Date: \_\_\_\_\_

**ROWAN COUNTY**

By: \_\_\_\_\_

Print Name: Aaron Church

Title: County Manager

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  N/A			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):   (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>   (attach Continuation Sheet(s) SF-LLLA, if necessary)					
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Aaron Church</u> Title: <u>County Manager</u> Telephone No.: <u>704-216-8180</u> Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Amy-Lynn Albertson  
**DATE:** 10/25/2019  
**SUBJECT:** Agriculture Development and Farmland Preservation Grant Proposal

---

Rowan County Agricultural Advisory Board would like to apply for a \$10,000.00 grant with a 30% County match from the NC Department of Agriculture and Consumer Services Agriculture Development Farmland Preservation Trust Fund. This grant would assist the Agriculture Advisory Board in the creation of a Farmland Protection Plan for Rowan County. The funds would be used to hire a consultant to help gather data, create a baseline documentation report, environmental assessment, and develop a plan for County to review. A Farmland Protection Plan is defined as a plan that satisfies the following requirements:

1. The countywide farmland protections plan shall contain a list and description of existing agricultural activity in the county.
2. The countywide farmland protection plan shall contain a list of existing challenges to continued family farming in the county.
3. The countywide farmland protection plan shall contain a list of opportunities for maintaining or enhancing small, family-owned farms and the local agricultural economy.
4. The countywide farmland protection plan shall describe how the county plant to maintain a viable agricultural community and shall address farmland preservation tools, such as agricultural economic development, including farm diversification and marketing assistance; other kinds of agricultural technical assistance, such as farm infrastructure financing, farmland purchasing, linking younger farmers, and estate planning; the desirability and feasibility of donating agricultural conservation easements, and entering into voluntary agricultural districts.
5. The countywide farmland protection plan shall contain a schedule for implementing the plan and an identification of possible funding sources for the long-term support of the plan.

The deadline for the application of this grant is December 13, 2019. If grant is awarded, the county will be notified in July of 2020.

Please contact Amy-Lynn Albertson, Rowan County Extension Director with questions.

Thank you,  
Kim Starnes, Chair  
Rowan County Agricultural Advisory Board

**ATTACHMENTS:**

Description	Upload Date	Type
No Attachments Available		



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Scott Shelton  
**DATE:** October 25, 2019  
**SUBJECT:** Request for Public Hearing to Consider Incentives for 'Project Bay'

---

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for November 18, 2019 to consider an incentive request from “Project Bay.”

The Company would be a new employer in Rowan County that would create 161 jobs over the next four years.

While these numbers are preliminary, the Company estimates that it will invest approximately \$21.4 million dollars in new construction and equipment

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo - Request to Set Public Hearing	10/25/2019	Cover Memo



*Be an original.*

Date: October 25, 2019  
To: Greg Edds, Chairman  
Cc: Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
From: Scott Shelton, Vice President  
Re: *Request for public hearing to consider incentives for "Project Bay"*

---

Dear Chairman Edds,

With cautious optimism, I respectfully request that the Board of Commissioners schedule a public hearing for November 18, 2019 to consider an incentive request from "Project Bay." The Company would be a new employer in Rowan County that would create 161 jobs over the next four years. While these numbers are preliminary, the Company estimates that it will invest approximately \$21.4 million dollars in new construction and equipment.

I look forward to providing you detailed information regarding this request and this project in the coming days. Please do not hesitate to contact me with any questions you may have, and thank you for considering this matter.

Yours truly,

*Scott Shelton*

Scott Shelton  
Vice President

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Kelly Natoli, HR Director  
**DATE:** November 4, 2019  
**SUBJECT:** Approval of Revised Personnel Policy Manual

---

Attached please find a revised personnel policy manual for your approval.

Please approve the attached personnel policy manual.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo	10/28/2019	Cover Memo
Rowan County Personnel Policy Manual	10/28/2019	Cover Memo



## **Rowan County Human Resources**

130 West Innes Street, Salisbury, NC 28144  
Phone (704) 216-8100 FAX (704) 216-8110

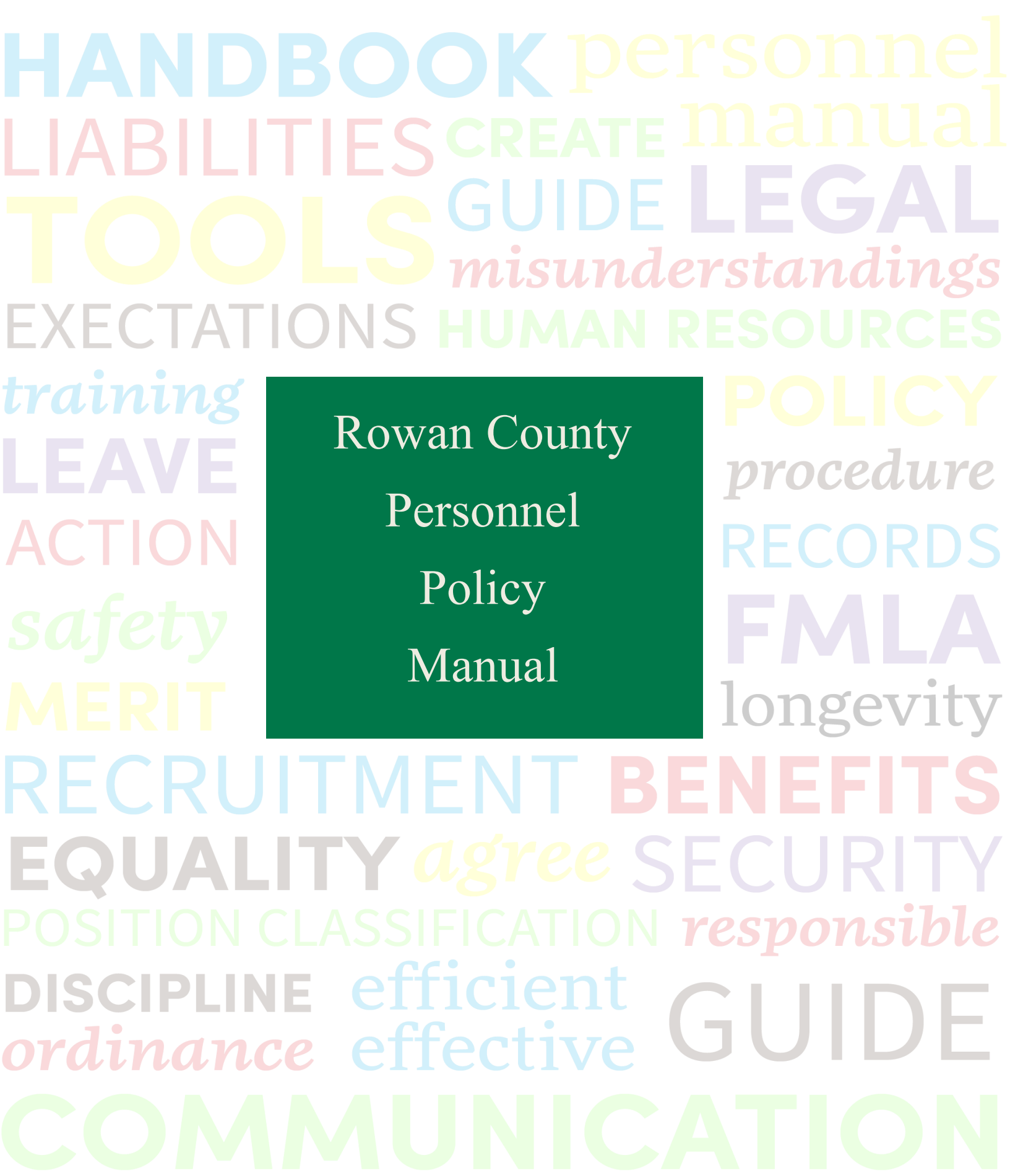
TO: Rowan County Board of Commissioners  
FROM: Kelly Natoli, Human Resources Director  
DATE: November 4, 2019  
RE: Approval of Revised Rowan County Personnel Policy Manual

On September 1, 2019, the North Carolina Office of State Human Resources enacted revisions to fourteen (14) sections of the North Carolina Administrative Codes related to the administration of County personnel. The County is now required by the Office of State Human Resources to revise personnel policies to reflect compliance with the new regulations.

The Office of State Human Resources has reviewed and approved the attached revised Rowan County Personnel Policy Manual which incorporates the administrative code changes enacted on September 1, 2019, in addition to revisions that reflect updated County personnel-related policies, practices and procedures. The Office of State Human Resources has deemed this manual to be "substantially equivalent" to the State Human Resources Act and therefore has approved this manual to meet the County's annual audit requirements for substantial equivalency.

The Office of State Human Resources requires the approval of this new manual by the County Board of Commissioners, and a subsequent signed certification by the County Manager and the Chairman of Board, in order to meet 2020 annual audit requirements.

I respectfully request your approval of the attached Rowan County Personnel Policy Manual dated November 4, 2019. Thank you for your consideration of this request.



Rowan County  
Personnel  
Policy  
Manual



<b>INTRODUCTION .....</b>	<b>5</b>
<b>SECTION 1 - PERSONNEL POLICY ADMINISTRATION .....</b>	<b>6</b>
1.1 APPLICABILITY.....	7
1.2 CENTRALIZED PERSONNEL SYSTEM .....	7
1.3 OFFICE OF HUMAN RESOURCES .....	7
1.4 PERSONNEL BOARD .....	8
<b>SECTION 2 – EQUAL EMPLOYMENT OPPORTUNITY .....</b>	<b>10</b>
2.1 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT.....	11
2.2 EQUAL EMPLOYMENT OPPORTUNITY PLAN.....	11
<b>SECTION 3 – RECRUITMENT AND SELECTION .....</b>	<b>14</b>
3.1 MERIT-BASED RECRUITMENT AND SELECTION .....	15
3.2 MINIMUM EDUCATION, EXPERIENCE, AND REQUIRED CREDENTIALS.....	15
3.3 POSTING/ANNOUNCEMENT OF VACANCIES.....	16
3.4 APPLICATION PRE-SCREENING AND QUALIFICATION .....	17
3.5 SELECTION PROCEDURES.....	18
3.6 CONDITIONS OF INITIAL AND CONTINUED EMPLOYMENT .....	19
3.7 NEW EMPLOYEE PROBATION (FULL-TIME AND PART-TIME BENEFITED) .....	20
3.8 PART-TIME, SEASONAL, AND TEMPORARY EMPLOYMENT-AT-WILL.....	21
3.9 NEW EMPLOYEE ORIENTATION .....	22
<b>SECTION 4 – CLASSIFICATION PLAN.....</b>	<b>23</b>
4.1 MERIT-BASED CLASSIFICATION SYSTEM .....	24
4.2 POSITION ADMINISTRATION.....	24
4.3 CATEGORIES OF EMPLOYMENT.....	26
4.4 CLASSIFICATION ADMINISTRATION .....	27
<b>SECTION 5 – COMPENSATION .....</b>	<b>32</b>
5.1 MERIT-BASED COMPENSATION SYSTEM.....	33
5.2 ESTABLISHED SALARY SCHEDULES.....	33
5.3 WAGES AND SALARIES FOR NEW EMPLOYEES.....	34
5.4 TRANSFERS, PROMOTIONS, REASSIGNMENTS, DEMOTIONS, AND REORGANIZATIONS .....	35
5.5 TRAINEE/WORK-AGAINST APPOINTMENTS .....	37
5.6 EMT AND PARAMEDIC CERTIFICATION INCREASES .....	38
5.7 INTERIM APPOINTMENTS AND TEMPORARY REASSIGNMENTS .....	39
5.8 GUIDELINES FOR PAY ADJUSTMENTS.....	40
5.9 LONGEVITY/MERIT PROGRAM AND BONUS PAY.....	40
5.10 COST OF LIVING ADJUSTMENT (COLA).....	41
5.11 PAY AND RECLASSIFICATION STUDIES .....	42
5.12 OVER-TIME, COMP-TIME, AND PAY DEDUCTIONS.....	43
5.13 VOLUNTARY WORK.....	46
5.14 WAITING TIME .....	47
5.15 ON-CALL .....	47
5.16 PERMANENT RESIDENCE ON COUNTY PROPERTY .....	49
5.17 CONTINUING EDUCATION (TRAINING) .....	49
5.18 INVOLUNTARY TRAINING.....	50
5.19 VOLUNTARY TRAINING .....	50
5.20 ATTENDING BOARD OF COMMISSIONERS MEETINGS.....	51
5.21 TRAVEL TIME .....	52
5.22 PAYMENT WHILE EMPLOYED OUTSIDE THE COUNTY .....	53

5.23 TIMESHEETS .....	53
5.24 PAY DAY .....	54
5.25 ADVERSE WEATHER .....	54
<b>SECTION 6 – EMPLOYEE BENEFITS.....</b>	<b>56</b>
6.1 AVAILABILITY OF EMPLOYEE BENEFITS.....	57
6.2 VACATION TIME .....	57
6.3 SICK TIME .....	59
6.4 PERSONAL TIME .....	62
6.5 WELLNESS TIME .....	62
6.6 USE OF COMP-TIME .....	63
6.7 HOLIDAYS .....	64
6.8 HEALTH INSURANCE.....	66
6.9 DENTAL INSURANCE.....	68
6.10 LIFE INSURANCE.....	68
6.11 RETIREMENT .....	69
6.12 RETIREMENT DEATH BENEFIT.....	70
6.13 LEO SEPARATION ALLOWANCE .....	70
6.14 401-K SUPPLEMENTAL RETIREMENT.....	71
6.15 CAFETERIA PLAN.....	72
6.16 WORKERS COMPENSATION INSURANCE.....	72
6.17 SOCIAL SECURITY .....	73
6.18 SERVICE AWARDS .....	73
6.19 EMPLOYEE ASSISTANCE PROGRAM .....	74
6.20 EMPLOYEE WELLNESS PROGRAM.....	75
6.21 PERSONAL LIABILITY COVERAGE .....	75
6.22 UNIFORMS/CLOTHING ALLOWANCE.....	76
<b>SECTION 7 – LEAVE OF ABSENCE .....</b>	<b>77</b>
7.1 FAMILY MEDICAL LEAVE (FMLA) .....	78
7.2 ADA LEAVE.....	80
7.3 CIVIL LEAVE .....	80
7.4 MILITARY LEAVE.....	81
7.5 SERVICE MEMBER FAMILY LEAVE .....	83
7.6 FUNERAL LEAVE .....	84
7.7 SHARED LEAVE.....	84
7.8 PAID ADMINISTRATIVE LEAVE.....	87
7.9 PAYMENT WHILE ON APPROVED LEAVE .....	88
7.10 HEALTH INSURANCE PAYMENTS WHILE ON LEAVE .....	89
7.11 RETURNING FROM LEAVE .....	89
7.12 REQUESTING AN ADA ACCOMMODATION .....	91
<b>SECTION 8 – PERSONNEL RECORDS.....</b>	<b>92</b>
8.1 EMPLOYEE DATA CHANGES .....	93
8.2 PRIVACY OF PERSONNEL FILE INFORMATION .....	93
8.3 OBJECTION TO DOCUMENTS IN PERSONNEL FILE .....	95
<b>SECTION 9 - EMPLOYEE PERFORMANCE EXPECTATIONS .....</b>	<b>96</b>
9.1 ATTENDANCE.....	97
9.2 RESPECTFUL WORKPLACE .....	100
9.3 REPORTING DISCRIMINATION, HARASSMENT, AND RETALIATION.....	101
9.4 REPORTING IMMORAL, UNETHICAL, AND ILLEGAL ACTIVITIES INCLUDING VIOLATIONS OF COUNTY POLICIES .....	104
9.5 CARE OF SUPPLIES, EQUIPMENT AND PROPERTY .....	105

9.6 OPERATION OF COUNTY VEHICLES .....	107
9.7 PARKING REGULATIONS.....	108
9.8 SMOKING AND TOBACCO USE.....	108
9.9 GIFTS AND FAVORS.....	109
9.10 POLITICAL ACTIVITIES .....	109
9.11 SOLICITATION AND FUND-RAISING ACTIVITIES .....	110
9.12 SECONDARY EMPLOYMENT.....	111
9.13 EMPLOYEES SERVING ON BOARDS, COMMITTEES, ETC. ....	112
9.14 DRUG AND ALCOHOL POLICY .....	112
9.15 EMPLOYMENT OF RELATIVES.....	119
9.16 RESIGNATION FROM EMPLOYMENT.....	119
9.17 IMPROPER SEXUAL OR ROMANTIC RELATIONSHIPS .....	120
9.18 TECHNOLOGY USE.....	122
9.19 SOCIAL MEDIA .....	133
<b>SECTION 10 – EMPLOYEE RELATIONS.....</b>	<b>136</b>
10.1 ANNUAL PERFORMANCE EVALUATIONS .....	137
10.2 CONFLICT RESOLUTION PROCESS .....	137
10.3 REDUCTION IN FORCE .....	139
10.4 EMPLOYEE DISCIPLINE.....	140
10.5 EMPLOYEE GRIEVANCE/APEAL POLICY (NON-DSS AND HEALTH DEPARTMENT EMPLOYEES).....	145
10.6 EMPLOYEE GRIEVANCE/APEAL POLICY (DSS AND HEALTH DEPARTMENT EMPLOYEES).....	146
<b>SECTION 11 – SAFETY.....</b>	<b>148</b>
11.1 STATEMENT OF POLICY .....	149
11.2 PERSONAL PROTECTIVE EQUIPMENT PROGRAM.....	149
11.3 BLOODBORNE PATHOGENS .....	151
11.4 DRIVER QUALIFICATIONS AND RESPONSIBILITIES.....	152
11.5 FIT FOR DUTY POLICY.....	156
11.6 LOCKOUT/TAGOUT (LOTO).....	157
11.7 CONFINED SPACE.....	158
11.8 EMERGENCY ACTION AND FIRE PLAN .....	159
11.9 HAZARD COMMUNICATION PROGRAM .....	167
11.10 WORKPLACE VIOLENCE .....	169
<b>SECTION 12 - EXPOSURE CONTROL .....</b>	<b>173</b>
12.1 POLICY STATEMENT .....	174
12.2 ORIENTATION WITH EMPLOYEES AND STUDENTS.....	174
12.3 PHYSICAL EXAMINATION AND IMMUNIZATIONS.....	175
12.4 CONTINUING EDUCATION AND INSERVICE .....	176
12.5 SAFETY EQUIPMENT AND SUPPLIES.....	176
12.6 TAGS-HAZARD IDENTIFICATION.....	178
12.7 HAND WASHING .....	178
12.8 CONTACT ISOLATION.....	179
12.9 HOUSEKEEPING .....	179
12.10 LINEN .....	180
12.11 WASTE DISPOSAL .....	181
12.12 TRANSPORTING LAB SPECIMENS.....	181
12.13 RECOMMENDED WORK RESTRICTIONS .....	182
12.14 REPORTING EXPOSURES .....	182
12.15 POST EXPOSURE FOLLOW-UP .....	183
12.16 RECOMMENDATIONS FOR HEPATITIS B PROPHYLAXIS FOLLOWING PERCUTANEOUS EXPOSURE .....	183
12.17 BLOOD/BODY FLUID EXPOSURE FOLLOW-UP FOR HIV (SOURCE KNOWN) .....	185

<b>12.18 BLOOD/BODY FLUID EXPOSURE FOLLOW-UP FOR HIV (SOURCE UNKNOWN)</b> .....	186
<b>12.19 AIRBORNE EXPOSURE TO TB FOLLOW-UP PROCEDURE</b> .....	187
<b>12.20 RECORD KEEPING</b> .....	188
<b>12.21 TRAINING</b> .....	188
<b>12.22 COMPLIANCE MONITORING</b> .....	189
<b>12.23 ANNUAL REVIEW OF EXPOSURE CONTROL POLICY</b> .....	189
<b>APPENDIX A - UNIVERSAL PRECAUTIONS</b> .....	190
<b>APPENDIX B - WAIVER FOR HEPATITIS B VACCINE</b> .....	191
<b>APPENDIX C - REPORT OF EXPOSURE</b> .....	192
<b>APPENDIX D - RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT</b> .....	193
<b>APPENDIX E - WAIVER TO SUBMIT TO FOLLOW-UP PROCEDURES AFTER POSSIBLE EXPOSURE TO INFECTIOUS DISEASE</b> .....	194
<b>APPENDIX F - INFORMED CONSENT TO PERFORM TESTS AND TO RECORD TEST RESULTS</b> .....	195
<b>APPENDIX G - GLOSSARY</b> .....	196
<b>APPENDIX H - TYPES OF EXPOSURES</b> .....	198
<b>APPENDIX I - TRAINING OUTLINES</b> .....	200
<b>APPENDIX J - HEPATITIS B AND HEPATITIS B VACCINE</b> .....	201
<b>APPENDIX K - COMPLIANCE MONITORING INSTRUMENT</b> .....	204
<b>APPENDIX L - POST EXPOSURE CHECK LIST</b> .....	205
<b>APPENDIX M - RABIES VACCINE WAIVER FORM</b> .....	206
<b>APPENDIX N - EMERGENCY SERVICES RESPIRATORY PROTECTION PLAN</b> .....	207
<b>APPENDIX O - VERIFICATION OF ANNUAL REVIEW</b> .....	208
<b>APPENDIX P - RECOMMENDED WORK RESTRICTIONS</b> .....	209

## Introduction

The purpose of County Government is to provide the highest possible public service attainable to the citizens of The County, tempered only by the availability of allocated resources.

The functional categories of these services are:

- policy formulation and administration;
- community enrichment;
- protection of persons and property;
- human resources;
- environmental protection and public works; and
- judicial and legal services.

All employees play vital roles, whatever their jobs may be, in the provision of services to this community. Because departments are interrelated and dependent upon each other, everyone must work together if we are to accomplish these stated goals. For any group to work together and to function efficiently there must be:

- a climate of cooperation;
- a basic understanding of purposes and objectives; and
- a common interpretation of the policies, rules, and regulations that govern the organization.

This manual has been prepared to set forth policies, benefits, and regulations. Although the policies and procedures have been designed in the best possible manner, this manual and its contents cannot be considered as all inclusive. Allowances must be made for judgment on the part of the Department Director and the staff of Human Resources. The Personnel Ordinance is policy as the Board of County Commissioners adopted it on August 3, 1987 and is updated and approved as necessary. Sections of this manual deal with procedural matters relating to each of the policies.

It should be recognized by employees that a certain amount of change is normal in any organization. Therefore future changes in employment practices, as well as changes in legal, social, and economic factors may require the County, from time to time, to change or modify personnel policies.

Updates in the changes that occur in the personnel policies will be accommodated through the County's website, e-mails, and correspondence to the Department Director.



# Section 1 - Personnel Policy Administration

## 1.1 Applicability

- A. Not all personnel policies apply to every County employee. Each policy in this manual describes which employee groups the policy applies to.
  - B. In general, applicability is as follows:
    - 1. Elected officials are exempt from some personnel policies unless otherwise noted
    - 2. The County Manager is appointed by the Board of County Commissioners pursuant to [NCGS Sec.153A-81](#). The County Manager's employment is subject to the terms of his or her contract for employment with the County. The County Manager is exempt from some personnel policies unless otherwise noted.
    - 3. Employees that are appointed by the Board of County Commissioners serve at the pleasure of the Board. Therefore they are exempt from some personnel policies unless otherwise noted. These positions include:
      - a) County Assessor appointed pursuant to [NCGS Sec. 105-294](#);
      - b) Tax Collector appointed pursuant to [NCGS Sec. 105-349](#);
      - c) County Attorney appointed pursuant to [NCGS Sec. 153A-114](#); and
      - d) Clerk to the Board appointed pursuant to [NCGS Sec. 153A-111](#).
  - C. To the extent that they directly relate to hiring, discharge and supervision, County personnel policies shall not apply to Employees of the Sheriff's Office and the Register of Deed's Office pursuant to [NCGS Sec. 153A-103](#).
  - D. For positions that are appointed or selected by various Boards, County personnel policies shall apply to the extent that they do not conflict with the North Carolina General Statutes which govern their appointment or selection. Some personnel policies apply unless otherwise noted. These positions include:
    - 1. Elections Director appointed by the State Board of Elections pursuant to [NCGS Sec. 163-35](#);
    - 2. Social Services Director appointed by the County Board of Social Services pursuant to [NCGS Sec.108A-9](#);
    - 3. Public Health Director appointed by the County Board of Health pursuant to [NCGS Sec.130A-40](#); and
    - 4. Soil and Water Director selected by the County Soil and Water Conservation District Board of Supervisors pursuant to [NCGS Sec.139-7](#).
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## 1.2 Centralized Personnel System

It is in the best interest of the County to establish a centralized personnel system under the County Manager by which matters relating to personnel shall be administered by the staff of Human Resources. It is the intent of the Board of Commissioners to establish an equitable and uniform system of personnel administration and to place employment on a merit basis to the end that the best qualified persons shall constitute County service.

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## 1.3 Office of Human Resources

- A. Human Resources is a support department. Its reason for being is to coordinate the needs

and interests of the County with those of its employees in a manner which helps the County achieve its primary goal of complete, high-quality community services, and to staff the various departments of County government with qualified and productive employees.

- B. Human Resources is to utilize its resources in achieving annually approved objectives in each of the following result areas:
1. advising the County Manager in the formulation and application of personnel policies;
  2. keeping the County Manager informed of necessary changes in relation to federal and state employment laws and employee relations;
  3. assisting Department Directors and/or their designee(s) in determining organizational structure and manpower needs, in the preparation of personnel manpower budgets, and in the application of personnel policies;
  4. organizing and maintaining an effective system for job position control;
  5. recruiting, screening, and selecting competent personnel to fill job vacancies as they occur throughout the County;
  6. developing and implementing an Equal Employment Opportunity (EEO) plan;
  7. providing consultation for Department Directors and/or their designee(s) in improving employee performance standards and performance appraisal processes;
  8. maintaining a complete and up-to-date employee records system within legal boundaries;
  9. developing, maintaining and administering a fair and equitable County-wide compensation program designed to help attract and retain high-quality personnel;
  10. developing and promoting programs and activities, as required, to ensure effective employee relations;
  11. providing an in-service education program that should enhance management or employee skills; and
  12. providing employees with certain resources that should keep them well informed.
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#### 1.4 Personnel Board

- A. The Board of County Commissioners established a Personnel Board to be composed of two (2) Commissioners as voting members and the County Manager as a non-voting member. The Board elects one (1) member to serve as chairperson each year.
- B. Meetings of the Personnel Board are held monthly or on an as needed basis. Special meetings of the Board may be called by any of the members or the Human Resources Director. The Human Resources Director shall be responsible for preparing and disseminating meeting notices and proposed agendas. In the event the two (2) voting members cannot agree, that issue will be presented to the full Board of County Commissioners for review.
- C. The Personnel Board shall adopt procedures for the conduct of its meetings. Meetings may be informal, subject to the approval of the Board.
- D. The time and place of each meeting, names of those present, and official acts of the Personnel Board shall be recorded in the minutes. The County Manager shall have the minutes transcribed and presented for approval or amendment at the next regular

meeting.

E. It shall be the duty of the Personnel Board to approve or disapprove the following personnel-related activities:

- a) recommended reclassification of positions presented by the Human Resources Director;
- b) exceptional salary adjustments for employees;
- c) the hiring of new employees whose salary is above the midpoint of the County pay plan;
- d) review and consider personnel policies, regulations, and procedures; and
- e) other issues which are presented to the Personnel Board by the Human Resources Director.

## Section 2 – Equal Employment Opportunity



## 2.1 Equal Employment Opportunity Statement

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. It is the policy of the County to foster, maintain, and promote equal employment opportunity. The County shall not discriminate on the basis of disability in the admission or access to, or the treatment or employment in, its programs or activities. The County will make decisions regarding the terms and conditions of employment including the training, promoting, compensating, transferring, disciplining and terminating of employees without regard to age, sex, race, color, religion, political affiliation, disability, military status, genetic information, or national origin except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for job performance. The County shall comply with all applicable state and federal equal employment and nondiscrimination laws. Fair treatment of applicants and employees will be ensured without regard to any aforementioned protected status and with proper regard for their privacy and constitutional rights as citizens.

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## 2.2 Equal Employment Opportunity Plan

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. The Human Resources Director is expected to consciously recognize the dignity and value of individual employees and promote a means of communication, participation, and understanding among all employees of equal employment opportunity regulations, policies, procedures and initiatives.

C. The Human Resources Director shall be responsible for designing, administering, implementing, and monitoring all of the following:

1. personnel policies that comply with all equal employment opportunity regulations; an annual report to the County Manager of adherence to equal employment regulations;
2. a classification process that ensures applicants and employees are selected for

- positions without regard to any legally protected status;
3. a compensation program that ensures all employees are paid equitably and fairly;
  4. a recruitment process that attracts a diverse pool of applicants to all occupational categories and is targeted toward underrepresented groups in the workforce including women, minorities, and the disabled;
  5. a selection process that ensures all of the steps are non-discriminatory and job related;
  6. a new employee on-boarding process that includes consistent information for new hires regarding employment conditions and performance evaluation expectations;
  7. a promotional process that enhances upward mobility and fully utilizes the skills of the existing workforce without regard to any protected status;
  8. benefits and leave programs designed and administered without discrimination on the basis of sex or other prohibited grounds;
  9. a performance appraisal system that holds managers and supervisors accountable and applies employee performance standards free from bias;
  10. a disciplinary process that provides equal treatment for all employees;
  11. a grievance and appeal processes that ensures fair and equitable review of complaints in accordance with County policies;
  12. a working environment that is free from discrimination, harassment, and sexual harassment;
  13. a process that ensures employees are not subject to retaliatory action for opposing employment practices that are prohibited by federal and state laws or by the County's own policies and procedures;
  14. an applicant and employment accommodation process that ensures individuals with disabilities are afforded equal access to all benefits of employment;
  15. a training process that ensures that Human Resources employees having direct responsibilities in the selection process are fully trained regarding the provisions of equal employment opportunity regulations, policies and procedures;
  16. a training program for Department Directors and principal supervisory personnel to fully acquaint them with this policy and equal employment opportunity regulations;
  17. an employee on-boarding process and website posting process that ensures this policy is disseminated to all employees;
  18. a process to ensure that required federal and state posters are visible throughout employment offices; and
  19. a process to monitor selection processes for adverse impact.
- D. Department Director responsibilities shall include but are not limited to:
1. maintaining a diverse workforce for the department, division, work unit, or section;
  2. providing a work environment and management practices that support equal opportunity in all terms and conditions of employment;
  3. identifying and eliminating artificial barriers to equal employment and increasing a greater utilization of all persons; and
  4. recognizing the dignity and value of individual employees and promoting a means of communication, participation, and understanding among all employees.
- E. Employee responsibilities shall include but are not limited to:

1. recognizing the dignity and value of individual employees and promoting a means of communication, participation, and understanding among all employees; and
2. treating co-workers, the public, and all others with courtesy, dignity and respect at all times.

## Section 3 – Recruitment and Selection

### 3.1 Merit-Based Recruitment and Selection

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. The County shall employ dedicated Human Resources staff to manage selection policies and procedures.
- C. Applicants will be hired based upon their relative ability, knowledge and skills including open consideration of qualified applicants for initial employment.
- D. Employees will be retained and promoted on the basis of the adequacy of their performance.
- E. Fair treatment of applicants and employees will be ensured without regard to any protected status, and employment decisions shall be made solely on legitimate merit-based considerations.
- 

### 3.2 Minimum Education, Experience, and Required Credentials

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. Human Resources shall establish job-related minimum qualification standards wherever they are practical for each class of work in the position classification plan. The standards will be based on the required skills, knowledge, and abilities common to each classification. The qualification standards and job-related skills, knowledge, and abilities shall serve as guides for the selection and placement of individuals.
- C. The minimum education and experience requirements serve as indicators of the possession of identified skills, knowledge, and abilities. Reasonable substitution of formal education and job-related experience, one for the other, will be made when appropriate. Qualifications necessary to perform successfully may be attained in a variety of combinations.
- D. The County has been granted Substantial Equivalency with the North Carolina Office of Human Resources. The County complies with the minimum education and experience requirements established by the N.C. Office of Human Resources for state-designated



positions within the County's classification system.

- E. The Human Resources Director is authorized to modify education and experience requirements for established classes consistent with this policy.
- F. By statute, regulation, or policy some duties assigned to positions in the County may be performed only by persons who are duly licensed, registered, or certified as required by the relevant law or policy. All such requirements and restrictions are specified in the statement of essential qualifications for County positions.
- G. Employees in such classifications are responsible for obtaining and maintaining current, valid credentials as required by law, rule, or regulation. Failure to obtain or maintain the required credentials constitutes a basis for immediate dismissal without prior warning, consistent with dismissal for unacceptable personal conduct or grossly inefficient job performance. In some instances, demotion may be considered when a lower level position is available that does not require the specific credentials and the employee meets the minimum qualifications for the new position.
- H. Falsification of employment credentials or other documentation constitutes just cause for disciplinary action. When credential or work history falsification is discovered after employment with the County, disciplinary action shall be administered as follows:
  - 1. If a probationary or part-time employee was determined to be qualified and was selected for a position based upon falsified work experience, education, registration, licensure, or certification information that was a requirement of the position, the employee may be dismissed without prior warning.
  - 2. If a probationary or part-time employee was determined to be qualified and was selected for a position based upon falsified work experience, education, registration, licensure, or certification information that was a requirement of the position, the employee may be dismissed without prior warning following a pre-disciplinary conference. The employee shall be given written notice of the dismissal with the specific reason for the dismissal and the right to appeal.
- I. In all cases of post-hiring discovery of false or misleading information, disciplinary action will be taken, but the severity of the disciplinary action shall be at the discretion of the Department Director and/or their designee.
- J. When credential or work history is discovered before employment begins with the County, the applicant shall be disqualified from consideration for the position.

### 3.3 Posting/Announcement of Vacancies

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary		Employees of Board of Elections Office	

B. Prior to posting a vacancy, Human Resources shall review the position to ensure that the

classification and pay grade are proper for the duties of the position. They will also determine the minimum qualifications needed for the position and identify the essential functions of the position.

- C. Job vacancies will be posted both internally and externally, or internally only, depending upon the availability of qualified applicants. It is appropriate to post a position internally only when a hiring supervisor is confident that employees exist within the County that meet merit-based qualifications. Hiring supervisors shall consider fairness, diversity and integrity when making this decision.
- D. Posting is not required when the County Manager determines the County will not openly recruit based upon a business need for a vacancy.
- E. Internal-only vacancies shall be posted for a minimum of seven (7) calendar days and external positions for a minimum of ten (10) calendar days.
- F. All postings will show on the the County website.
- G. All external postings will be sent to the NCWorks Career Center.
- H. The County ordinarily will not use fee-charging employment agencies. The County may use a fee-charging employment agency as an aid in recruiting applicants for hard-to-fill positions.
- I. All postings of vacancy announcements shall include the following:
  - 1. title;
  - 2. salary range;
  - 3. duties;
  - 4. knowledge and skill requirements;
  - 5. closing date;
  - 6. minimum education, training and experience;
  - 7. a statement that the County is an Equal Opportunity Employer.

### 3.4 Application Pre-Screening and Qualification

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. Applicants are required to apply using the approved County employment application. The County is not required to accept applications for a position that is not vacant.
- C. Human Resources shall ensure that all job-related minimum requirements will be met by all candidates including "selective criteria". "Selective criteria" shall be defined as additional minimum qualifications. The additional qualifications shall have a documented business need. Qualifications include training, experience, competencies, knowledge, skills and abilities. The minimum qualifications on the vacancy announcement shall bear a relationship to the minimums on the class specification and the specific position

description.

- D. Trained and dedicated Human Resources staff shall be responsible for pre-screening all applications received to ensure that the qualification review process is consistent and equivalencies are based upon sound logic and are documented. Applications will be screened to properly evaluate an applicant's qualifications related to the established minimum qualifications.
- E. Human Resources may disqualify an applicant for any of the following conditions:
1. lacks any of the preliminary qualifications established for the class of the position being applied for or has made a false statement of material fact in the application process;
  2. fails to submit a completed application within the prescribed time limits;
  3. lacks the ability to perform the essential functions of the position even with reasonable accommodation.

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### 3.5 Selection Procedures

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. The selection of applicants for vacant positions will be through open competition. Selection policies and procedures are contained within the The Rowan County Hiring Guide, and all hiring supervisors are expected to follow these procedures. These procedures are in place to ensure that selection policies and procedures are consistently applied and documented. The Hiring Guide includes requirements that:
1. selections of applicants are based on knowledge, skills and abilities directly related to the job along with meeting the minimum education and experience requirements;
  2. interview questions are based on defined job requirements that are valid and standardized for each job vacancy;
  3. employee selection documentation is maintained in compliance with federal and state regulations;
  4. employment preference shall be given to Veterans in accordance with N.C.G.S.126.81; and
  5. applicant information is verified and reference checks are completed.
- C. Selection procedures and methods shall be validly related to the duties and responsibilities of the vacancy to be filled.
- D. Hiring supervisors shall select from the most qualified persons to fill the vacancy.
- E. The Department Director and/or their designee is responsible for establishing a Personnel Selection Committee to interview applicants. The composition of this committee will be

determined by the Department Director and/or their designee and may vary in number and composition, depending upon numbers of applicants, job classification, and availability of staff participants. The Department Director and/or their designee is encouraged, when possible, to include women and minorities on the Selection Committee, and to limit the number to a maximum of four (4); however the Selection Committee may consist of one individual, depending on the availability of supervisory staff.

- F. Reference checks are used to verify information provided by the applicant on the application form or during the employment interview. Applicants have already authorized the County to perform reference checks when they completed the County employment application. The hiring department is required to perform a reference check on the applicant it considers its top candidate. Any reference checks, whether by telephone or letter, should be recorded and should be maintained permanently by the hiring supervisor.
- G. Human Resources shall provide a notification through e-mail of non-selection to all applicants who meet the minimum qualifications.

### 3.6 Conditions of Initial and Continued Employment

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Only Human Resources is authorized to make offers of employment to applicants, and also to rescind offers if a new hire does not meet the conditions of employment stated in this policy. The County will not employ an individual who has not been properly processed through Human Resources. This policy does not supersede the rights of the Department Director and/or their designee in the selection of personnel for their areas of responsibility. It is intended to ensure that the County may meet its obligation under existing laws, which include verifying the social security number and having the proper tax forms completed prior to actual work time.
- C. In order to start and maintain employment, an applicant must meet all of the following conditions:
  - 1. be properly processed through Human Resources prior to their start date including completion of all necessary forms and required documentation;
  - 2. prove and maintain authorization to work in the United States without sponsorship by the County;
  - 3. be at least sixteen (16) years of age;
  - 4. refrain from hazardous duty if a minor. Hazardous duty is defined as dealing with dangerous power-driven machinery, including motor vehicles. In addition, a minor cannot be hired to operate manual elevators or other power-driven hoisting

- machinery;
- 5. pass a pre-employment physical (if required for the position);
- 6. pass a pre-employment criminal background check. The existence of a criminal history will not automatically exclude a candidate from consideration for employment;
- 7. pass a pre-employment drug test (if required for the position);
- 8. pass a pre-employment driving record check (if required for the position);
- 9. pass a pre-employment credit check (if required for the position);
- 10. attend new-employee orientation (if required for the position);
- 11. successfully complete an initial probationary period (if required for the position);
- 12. provide proof of education (if required by the position);
- 13. provide proof of, and maintain, licensure and/or certifications (if required for the position);
- 14. not be related to a County employee in accordance with [9.16 Employment of Relatives](#);
- 15. abide by all County policies and procedures;
- 16. satisfy any other conditions of employment established in the official written offer letter or included in County policies and procedures.

### 3.7 New Employee Probation (Full-Time and Part-Time Benefited)

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds		PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

B. Full-time and part-time benefited employees are required to complete an initial, one-time probationary period. Employees shall be informed at the time of employment of probationary period requirements in their offer letter. The length of the probationary period is usually six (6) months. However the length of probation may be extended as follows:

1. Employees will be evaluated on their performance during their probationary status through frequent coaching and feedback sessions with their immediate supervisor. Employees will be evaluated on their ability to perform the functions of their position as stated on the official job description and the employee's adherence to all policies and procedures.
2. If approved by the Human Resources Director, the Department Director and/or their designee may request to extend the probationary period by up to (3) months only, if the employee has the potential to fulfill the job requirements.
3. On or before the end of the probationary period, probationary employees shall be notified in writing as to whether they have:

- a) successfully passed probation;
  - b) not passed probation and are therefore dismissed (reason shall be indicated); or
  - c) if their probation has been extended.
- C. An employee with a trainee appointment is not expected to reach a 100 percent satisfactory performance standard for a regular job class until the employee has completed the training period. However conditions of employment for trainees are defined prior to employment and dismissal can occur during this training time for any trainee who performs work in an unsatisfactory manner.
- D. If any employee who is currently serving a probationary period applies for and receives a new full-time or part-time benefited position prior to completion of their initial probationary period, they will be required to serve another probationary period in the new position of six-months, or until the employee completes one year of service, whichever comes first. In no case shall an employee serving a second probationary period remain on probation beyond 12 months.
- E. Once an employee successfully completes an initial probationary period, they cannot be required to serve another probationary period.
- F. Service during a probationary period is “at will” and the employee can be dismissed at any time during probation, with or without reason, with no right of appeal. Employee performance evaluations during the probationary period shall be informal in nature and job-related without regard to any discriminatory factors. Supervisors should communicate with the employee frequently throughout the probationary period as deemed appropriate to make sure they understand performance expectations.
- G. A probationary period shall not be required for any of the following changes:
  - 1. transfer of a regular employee;
  - 2. demotion of a regular employee; or
  - 3. reinstatement after leave of absence.

### 3.8 Part-Time, Seasonal, and Temporary Employment-At-Will

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary		Employees of Sheriffs Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary		Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. Nothing contained in this policy is intended to nor does it create a contract of employment for any specific duration for part-time non-benefited, seasonal, or temporary employees.
- C. Part-time non-benefited, seasonal, and temporary employees are employed at-will. Their employment can be terminated with or without cause and with or without notice at any time at the option of either the County or the employee. No employee of the County has



the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.

### 3.9 New Employee Orientation

#### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

#### B. General Orientation

1. New benefitted employees will be required to attend a new-employee orientation. The purpose of the general orientation is to ensure that new employees have the opportunity to gain a better understanding of their job responsibilities and privileges.
2. Human Resources will be responsible for initially acquainting the new employee with the basic information needed to accomplish this objective. This information will be conveyed by means of an orientation class, which all benefitted employees will attend.
3. By improving this transition to a new environment, it is hoped that employees will gain appreciation of their job and better job satisfaction.

#### C. Departmental Orientation

The Department Director and/or their designee is responsible for continuing the orientation of new employees, particularly with reference to departmental procedures and specific job assignments.

## Section 4 – Classification Plan

## 4.1 Merit-Based Classification System

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. The County shall employ dedicated Human Resources staff to manage classification policies and procedures.

C. In order to ensure that similarly qualified individuals who are performing substantially the same work under comparable conditions are paid on an equal basis, Human Resources will take the following actions:

1. conduct job analysis when necessary in order to identify positions that are improperly classified;
2. seek written justification from the Department Director and/or their designee for any unjustified disparity in classification that appears to exist;
3. recommend reclassification of any positions determined to be classified at a lower or higher level than is consistent with the objectively determined value of the work being performed, giving particular attention to disparities which are patterned statistically on the basis of any legally protected status;
4. Apply fair treatment principles when classifying positions and without regard to any protected status. Classification decisions shall be made solely on legitimate merit-based considerations.

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## 4.2 Position Administration

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Position Management

1. It is the policy of the County to deliver its programs of service and achieve its objectives through sound management practices. A basic part of this practice is effective and economical position management.
2. Position management involves the design and control of individual positions to achieve a proper balance of values among the following management considerations:

- a) number of positions;
  - b) total cost of services;
  - c) maximum use of scarce or costly manpower skills;
  - d) maximum attrition, retention, and motivation of personnel;
  - e) provision for maximum development opportunities;
  - f) effective use of work processes, equipment, and techniques; and
  - g) clear delineation of duties and responsibilities.
3. Good position management reflects the composite resolution of these often-conflicting values.
  4. The administration has high regard for every job in the County. Every job is important, regardless of the level of skills required. The administration also encourages employees to realize the true value of their job, and to perform it to the best of their ability.

#### C. Position Control

1. Human Resources has the responsibility of organizing and maintaining an effective system for position control. It is the responsibility of the Department Director and/or their designee to review departmental structure and provide justification for manpower needs of the department in providing quality services to County citizens. New regular benefited positions must be approved by the Board of Commissioners. Human Resources shall be responsible for monitoring the number of approved benefited positions through position control procedures. As an alternative to benefited positions, funding may be approved for a department by the Board of Commissioners to be utilized for the creation of part time non-benefited positions on an as needed basis in order to provide County services.

#### D. Position Design

1. Position design is the structuring of work assignments to achieve organizational goals with the best use of manpower most readily available and by avoiding unnecessary competition for personnel in short supply.
2. Position design has as its goal the improved management of positions within the limitations of available resources.
3. Position design is accomplished by systematically following several guides, which are keys to developing facts necessary to achieve position design and management:
  - a) analyzing the mission and objective of the department;
  - b) determining the tasks to be performed in accomplishing objectives;
  - c) determining the most efficient methods, work processes, equipment, and techniques for performing identified tasks;
  - d) designing positions by grouping tasks together on the basis of the most effective use of available manpower skills;
  - e) continuously reviewing assignments and restructuring work of positions, including vacancies, to maintain efficiency and economy on a current basis.

#### E. Position Analysis

1. Position analysis will be used to determine and evaluate the different kinds and levels of work found in County Government and grouping positions with similar

kinds of work on the basis of major factors such as qualification requirements, responsibilities, difficulty, and working conditions. Position analysis involves the application of accepted techniques of position or job evaluation to produce a systematic classification plan that forms the basis for an equitable and logical pay plan, meaningful standards of recruitment and selection, identification of training needs, a framework for performance evaluation, and information to support management, planning, budgeting, and maintaining the organization.

2. The Board of County Commissioners adopted a factor ranking/benchmark method of evaluating and classifying jobs within the County. The factor ranking/benchmark method is a comprehensive system of job evaluation that provides accurate and consistent identification of skill levels and produces objective job evaluations that work toward internal equity among positions. The system has been specifically developed to address the needs of the County and is sufficiently flexible to accommodate new occupations and major modifications in existing jobs. Fundamental to the successful implementation of an effective job evaluation system is the accurate documentation of present job duties and the accountability of each position in the County.

### 4.3 Categories of Employment

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Employees categories include:

1. Regular Full-Time: a regular full-time employee is a person employed on a continuous year-round basis and who is regularly scheduled to work (including vacation and holidays) a minimum of forty (40) hours per week. A full-time employee is required to successfully complete an initial probationary period to be classified as regular full-time status. An employee in this classification is entitled to all employee benefits.
2. Regular Part-Time Benefited: positions that are approved through the budget process that require twenty (20) hours or more a week on a continuous year-round basis are classified as regular part-time benefited. A part-time benefited employee is required to successfully complete an initial probationary period to be classified as a regular status employee. An employee in this classification is eligible for employee benefits on a pro-rata basis.
3. Part-Time: a part-time employee is a person employed on a continuous year-round basis for less than 1,000 hours in the calendar year. Part-time employees may work a regular weekly schedule of less than twenty (20) hours while other

part-time employees may be temporary, seasonal, or substitutes who work variable schedules during different times of the year based upon workloads and staff needs. No minimum amount of hours is guaranteed on a weekly or yearly basis. Positions may be eliminated or employees separated due to lack of work, budget constraints, yearly hours limit, or any other related business reason.

4. Temporary: temporary employees are employed for specific tasks, which will not exceed six (6) months or twelve (12) pay periods for a fiscal year.
  - a) The County Manager may authorize the creation of temporary positions requested by a Department Director. Authorization will be based upon the current needs of the department and available funding in the department's budget.
  - b) Temporary employees may work a part-time schedule of less than 30 hours a week, not to exceed 999 hours in a calendar year. Benefits for employees who are temporary will only include Social Security, workers compensation, and unemployment compensation. Should the status of a temporary employee be changed to full-time, employee benefits and employment will begin at the exact time of the change in status.
5. Substitute: a substitute employee is a person employed on an as-needed basis to fill in during regular employee absences and during times when a department is short-staffed. These employees have no set schedule and may work part-time or full-time hours. No minimum amount of hours is guaranteed on a weekly or yearly basis. However the employee is not allowed to work more than 999 hours in a calendar year.

#### 4.4 Classification Administration

##### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

##### B. Classification Plan

1. Human Resources, subject to the approval of the County Manager, establishes policies and rules governing a position classification plan which shall provide for the classification and reclassification of positions. The Human Resources Director is authorized to allocate and reallocate individual positions consistent with the established classification and pay plan.
2. The classification plan for the County consists of all classes established by Human Resources. In grouping positions into classes, positions that have certain common characteristics are first grouped into occupational job categories. Treatment of groups of jobs in this manner provides a more concise and accurate



method of comparing the individual jobs. Second, the duties and responsibilities are evaluated or weighed to determine their relative level. This evaluation process involves the examination of the relative presence and degree of common factors such as difficulty of work, job requirements, responsibility, supervision, personal contact, and working conditions.

3. The following job categories are applicable for the County:
  - a) Officials and Administrators – occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or divisions of the agency's operations or provide specialized consultation. Includes Department Director and/or their designees, division chiefs, deputy directors, sheriff, and kindred workers.
  - b) Professionals – occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes human resources analysts, social workers, doctors, psychologists, registered nurses, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants, librarians, management analysts, and kindred workers.
  - c) Technicians – occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes computer programmers, drafters, surveyors, licensed practical nurses, photographers, highway technicians, human resources technicians, technicians (medical, dental, electronic, physical sciences), police and fire sergeants, and kindred workers.
  - d) Protective Service Workers – occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes police patrol officers, firefighters, guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, officers, and kindred workers.
  - e) Paraprofessionals – occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion. Includes research assistants, medical aides, child support workers, caseworkers, recreation assistants, home health aides, library assistants, paramedics, and kindred workers.
  - f) Administrative Support (including clerical) – occupations in which workers are responsible for internal and external communications, recording and retrieval of data and information and other paperwork required in an office. Includes bookkeepers, clerk-typists, secretaries, dispatchers, payroll clerks, computer operators, telephone operators, legal assistants, cashiers, and kindred workers.

- g) Skilled Craft Workers – occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes mechanics and repairers, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, and kindred workers.
- h) Service Maintenance – occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of the buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes truck drivers, bus drivers, garage laborers, custodial employees, gardeners and groundskeepers, park maintenance, and kindred workers.

#### C. Classification Standard

For each class established by Human Resources, a class standard is prepared. The standards will be written in the form of class specifications and benchmarks.

#### D. Class Specifications

1. To distinguish the classes, a generalized description of the duties and responsibilities will be maintained. Each class specification includes:
  - a) class title;
  - b) description of work;
  - c) examples of duties performed;
  - d) recruitment standards including knowledge, skills and abilities; minimum education and experience; and special requirements.
2. It is not intended to describe all of the duties of each position in the class, but rather to give a composite view of the class.

#### E. Benchmarks

1. A benchmark is a description of a real position having duties and responsibilities typical of a group of jobs in an occupational category, described in terms of factors, which determine the level of the position. Benchmarks include the following sections:
  - a) class title - the official title to be used for payroll, position control, and other personnel and budget records;
  - b) major duties - describes the major level determining duties of the position;
  - c) factor descriptions - describes the relative degree of major evaluation factors present in the position. The factors described are those used to evaluate all positions in an occupational category and are measured to determine internal worth. Factors which are generally common to all positions include:
    - 1) job requirements including minimum level of knowledge, skills, and abilities required;
    - 2) nature and extent of knowledge;
    - 3) difficulty of scope of work and variety of tasks;
    - 4) types and frequency of problems;
    - 5) accountability/responsibility including supervisory participation

- and control;
- 6) impact or scope of work;
- 7) interpersonal relationships including purpose and nature;
- 8) scope of work and contact;
- 9) level of contact;
- 10) environment including working conditions, physical demands, and hazards of the job.

F. Maintaining the Classification Plan

1. Human Resources is responsible for establishing, revising and maintaining the classification plan and job descriptions. When the process involves newly budgeted positions, it is called classification. When it involves existing classified positions which have substantially changed since initial classification, the process is termed reclassification.
2. Human Resources shall maintain position history files to include job analysis information, position descriptions, organizational charts, and related information. This shall include documentation of extraordinary classification issues or problems along with conclusions or resolutions. Human Resources shall use a database management system to track position classification actions and utilization.
3. When new positions or revised positions are approved, Human Resources shall be responsible for updating and posting the organizational charts found on the County website.
4. For any new position(s) to be created, or to be reclassified, the Department Director and/or their designee shall complete a position description questionnaire (PDQ). The PDQ will be reviewed by Human Resources in order to evaluate the position and determine the appropriate classification. Once a position has been evaluated, Human Resources will submit recommendations for approval to the County Manager and the Personnel Board.
5. A Department Director and/or their designee may report the need for classification action, or Human Resources may initiate studies of single positions, occupational groups, or organizational groups of positions to determine that classifications are current.
6. When an employee thinks his/her position is not in the right class, the employee should request that the Department Director and/or their designee conduct a review of the duties of the position. The request should include a statement of reasons for believing the job classification is wrong. The Department Director and/or their designee should review it and if the request seems justified, submit it to Human Resources. The position will then be studied to determine if the classification should be changed.
7. A major responsibility for the classification plan rests with the Department Director. They are responsible for determining the duties and responsibilities of positions and for reporting changes in duty assignments, organization, and the need for classification action to Human Resources.

G. Establishment of Classes

Classification studies may reveal from time to time the need to establish new classes or revise existing classes. These actions must be recommended by the Human Resources

Director and the County Manager to be approved by the Personnel Board.

H. Allocation and Reallocation of Positions

1. Each position is allocated to an appropriate class in the classification plan. The allocation of a position is its assignment to a class, which is sufficiently similar in duty assignments to justify common treatment in selection, compensation, and other employment processes. A class may consist of a single unique position or of many like positions.
2. The Human Resources Director, with the approval of the County Manager, shall be responsible for studying and making recommendations for the allocation of new positions to existing classes or to new classes of positions. The County Manager shall make recommendations concerning the allocation of new positions to the Board of Commissioners for approval.

I. Technical Adjustments to the Pay Plan

1. Technical adjustments to the pay plan are refinements to the pay system that are implemented by Human Resources that include but are not limited to such actions as:
  - a) renumbering salary ranges and grades;
  - b) changing the length of salary ranges;
  - c) updating or changing pay rates to reflect the appropriate percentage between grades;
  - d) adding or deleting salary ranges and grade.
2. These types of changes are not directly related to current labor market fluctuations. Therefore it is not defined as a salary range revision. Technical adjustments to the pay plan do not create entitlement or authorization to change individual employee salaries.

## Section 5 – Compensation

## 5.1 Merit-Based Compensation System

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County shall employ dedicated Human Resources staff to manage compensation policies and procedures.
- C. The County's total compensation philosophy is to attract, motivate and retain quality employees who support the County mission of providing high-quality, cost-effective public services. Our goal is to compete in comparable markets for high performing employees and recognize that public service has rewards beyond a base salary. We strive to provide employees with competitive compensation, benefits and retirement programs that reflect current market practices and are fiscally responsible.
- D. The County shall strive for internal equity and fair treatment principles will be applied when compensating employees. Employees will be paid based upon their relevant experience, education, skills and abilities without regard to any protected status. Compensation decisions shall be made solely on legitimate merit-based considerations.
- 

## 5.2 Established Salary Schedules

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County shall maintain and publish established salary schedules which include the grade placement for each position, the minimum and maximum salary range, and a consistent salary percentage differential between each range.
- C. Individuals employed by the County will not be hired below the minimum rate of pay established for their job classification unless they are hired as trainees or in a work-against appointment. Applicants, upon employment, may be placed at market of the authorized pay range for the job according to the stipulations of this policy.



### 5.3 Wages and Salaries for New Employees

#### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

#### B. New Employees

1. The minimum pay rate established for the class is the normal hiring rate, except in those cases where circumstances appear to warrant appointment at a higher rate.
2. Appointments above the minimum may be made at the recommendation of the Department Director and/or their designee with the approval of the Human Resources Director and County Manager.
3. When deemed necessary and in the best interest of the County, the Human Resources Director and the County Manager may approve a recommendation up to the midpoint of the range.
4. Above-the-minimum appointments will be based on such factors as the qualifications of the applicant being higher than the desirable education and training for the class, a shortage of qualified applicants available at the minimum, and the refusal of qualified applicants to accept employment at the minimum.
5. With the recommendation of the Human Resources Director, the County Manager in conjunction with the Personnel Board may review and approve an appointment to a position above the midpoint of the range. In all cases the Department Director and/or their designee must justify their request, in writing, before approval and/or commitments to employment can be made.

#### C. Reinstatement/Re-employment

1. Employees previously separated from the County may be rehired, provided performance was satisfactory prior to their separation. The conditions of reinstatement are determined and approved by the Human Resources Director.
2. The Department Director and/or their designee may request the same salary that was paid at the time of separation or a lower salary within the salary range for the class recommended.
3. Former employees returning from military service who have had no other employer other than the County and who are returning to the same job classification shall be paid at the same rate within the position pay grade in which they occupied at the time of separation from County employment.
4. Persons who have left County employment in good standing, for (3) years or less, or were separated under a reduction in force shall be eligible for reinstatement.
5. Although the employee is eligible for reinstatement to regular status, the Department Director and/or their designee may request reemployment with a probationary appointment. The employee will meet the requirements of the

- probationary period the same as for original appointments.
6. Before being reinstated, an individual must be certified by Human Resources as meeting the current minimum qualifications for the job to which he or she is being appointed. The employee must have successfully completed an initial probationary period prior to separation in order to be eligible for reinstatement.
  7. When reinstated within three years from separation, the vacation-earning rate shall be the same as when the employee left employment, and unused sick leave shall be reinstated. Health insurance coverage and 401K enrollment will be effective with the new hire date. Employees reinstated on or after January 22, 2012 will pay a portion of the health insurance cost for individual coverage as set by the Board of Commissioners.
  8. A break in service occurs when an employee is in a non-pay status for more than thirty-one (31) calendar days due to resignation, dismissal, retirement, or reduction in force. Periods of leave without pay do not constitute a break in service.

#### 5.4 Transfers, Promotions, Reassignments, Demotions, and Reorganizations

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

B. In accordance with established policy, a vacant position within the County is available for consideration by an employee as a transfer or a promotion. Individuals must meet the minimum qualifications for the job, and the selection of candidates is at the discretion of the Department Director and/or their designee. Vacancies for transfers and promotions will be posted, and employees will submit an application for any openings. As stipulated, promotions are encouraged for qualified employees and lateral or lower transfers are discouraged unless it serves the best interest of the County.

##### 1. Transfers

- a) Transfer is defined as an employee's voluntary change from a position in one classification to a position in another classification having the same or a lower minimum and maximum salary grade.
- b) Selection for transfer shall be based upon demonstrated capacity and quality of services. If a promotion results from movement to another position, the candidate must possess the minimum training and experience for the position.
- c) In accepting a voluntary transfer, the employee will be placed in the salary grade established for the new position. In order to avoid salary

compression of employees within the new department or in similar job titles elsewhere in the County, employees who transfer are not guaranteed to maintain their previous salary. The amount of pay shall be recommended by the new position's Department Director and/or their designee and approved in accordance with County hiring practices and procedures.

- d) An employee in a probationary status may be transferred to another position if the person possesses the minimum training and experience requirements. The employee's probationary status shall continue for the duration defined in [Policy 3.10 New Employee Probation](#).

## 2. Promotions

- a) Promotion is defined as an employee's voluntary change from a position in one classification to a position in another classification having a higher minimum and maximum salary grade.
- b) The County utilizes a "promote from within" policy whenever possible. When job vacancies occur, an effort is made to promote from within the County if qualified employees are available. In such cases, positions may be posted internally only. The responsibility for applying for a vacancy which may constitute a promotion lies with the employee.
- c) Selection for promotion shall be based upon demonstrated capacity and quality of services. If a promotion results from movement to another position, the candidate must possess the minimum training and experience for the position.
- d) In accepting a promotion, the employee will be placed in the salary grade established for the new position. In order to avoid salary compression of employees within the new department or in similar job titles elsewhere in the County, employees who are promoted are not guaranteed their same or a higher salary. The amount of pay shall be recommended by the new position's Department Director and/or their designee and approved in accordance with County hiring practices and procedures.
- e) An employee in a probationary status may be promoted to another position in a higher classification if the person possesses the minimum training and experience requirements. The employee's probationary status shall continue for the duration defined in [Policy 3.10 New Employee Probation](#).
- f) An employee in probationary status occupying a position at the time it is reallocated upward may be promoted to the new class if the person possesses the minimum training and experience requirements; if not qualified; the employee shall remain at the former level working against the higher classification or be separated. If promoted during the probationary period, the employee shall continue in probationary status until the probationary period has been satisfied, beginning with the initial probationary appointment.

## 3. Reassignments

- a) Reassignment is defined as an employee's change from a position to another position within the County at the request of the employee and/or Department Director and/or their designee due to non-disciplinary reasons.

In order to encourage equal opportunity for all, reassignments within the County shall be on a very limited basis and must have the approval of the County Manager.

- b) If an employee is reassigned, they will be placed in the salary grade established for the new position. In order to avoid salary compression, employees who are reassigned are not guaranteed to maintain their previous salary. The amount of pay shall be recommended by the new position's Department Director and/or their designee and approved in accordance with County hiring practices and procedures.

#### 4. Demotions

- a) Demotion is defined as a change in status resulting from an involuntary assignment of an employee to a lower classification as a disciplinary action.
- b) Should a demotion occur, the amount of pay shall be recommended by the new position's Department Director and/or their designee and approved in accordance with County hiring practices and procedures. A decrease of at least five percent (5%) in salary per pay grade must occur; however employees will not be demoted below the minimum of the new pay range.

#### 5. Departmental Reorganizations

- a) The County Manager may authorize the reorganization of a department even if such reorganization results in the elimination of occupied or unoccupied position(s) and even if such reorganization results in a change in the job category or skill level for one or more employees. The County Manager must inform the Board of County Commissioners thirty (30) days prior to any reorganization that may affect a reduction in force. A Department Director and/or their designee may not reorganize their department without prior written approval from the County Manager.
- b) In order to avoid salary compression of employees within the department, employees whose positions are reorganized shall not be guaranteed to maintain their previous or a higher salary. The amount of pay shall be recommended by the new position's Department Director and/or their designee and approved in accordance with County hiring practices and procedures.

## 5.5 Trainee/Work-Against Appointments

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. When qualified applicants are unavailable and there is no trainee provision for the classification of the vacancy, an appointment may be made below the level of the regular classification in a work-against situation. A work-against appointment is for the purpose of allowing the employee to gain the qualifications needed for the full class through on-the-job experience. A work-against appointment should not be made when applicants are available who meet the education and experience requirements for the full class. The salary of an employee in a work against position should be no more than 15% below the grade and no less than 5% below the grade. Employees in a work-against position are not eligible for the Longevity/Merit Program.
- C. An employee will remain on the trainee grade until the Department Director and/or their designee certifies that the trainee is qualified to assume the full responsibilities of the position and the Human Resources Director approves the certification.
- D. There are job classifications that require licenses, registration and/or certification to be employed by the County. In certain situations, the County may employ an individual while they are working toward obtaining a license or after they have successfully passed their boards or examinations. Employees will begin their work at a rate of pay that is equal to the licensed or registered job classification.
- E. An employee in a work-against appointment cannot be promoted, upon reallocation of his or her position, by waiver of training and experience requirements until he or she has served at least one year in the work-against class or until qualified for the new class. The incumbent in a work-against situation must be promoted as soon as he or she meets the qualifications for the higher class or the position must be reallocated to the lower class.
- F. An employee in a trainee status may be promoted to another position in a higher classification if the person possesses the minimum training and experience requirements. The employee's probationary status shall continue for the duration defined in [3.7 New Employee Probation \(Full-Time and Part-Time Benefited\)](#).

## 5.6 EMT and Paramedic Certification Increases

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT EMS Benefited Probationary	✓	Employees of Sheriffs Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT EMS Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT EMS	✓	Employees of Board of Elections Office	

- B. A full-time EMT who receives the intermediate EMT certificate will receive a 5% increase. An EMT-I who receives the Paramedic certification will receive a 10% increase or advance to the Paramedic Grade. An EMT who receives the Paramedic certification will receive a 15% increase (5% for EMT-I and 10% for Paramedic).

## 5.7 Interim Appointments and Temporary Reassignments

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

### B. Interim Appointments

1. There are times when a vacancy may occur, such as when an employee leaves the County or is on an extended leave of absence, where it may be necessary for a current employee or external individual to assume the role on an interim basis. In such cases, the County Manager may appoint an individual to assume the duties of the role on an interim basis in order to ensure continuity of County operations.
2. The County Manager shall approve the individual to serve in the role, the length of the interim assignment, and the amount of salary to be paid. Typically an interim appointment would only be made for key supervisory or management positions and the interim appointment would not exceed twelve (12) months.
3. When an internal employee is appointed as an interim, they will resume the duties of their original position when the assignment ends and will return to their original rate of pay.
4. The County Manager may select an individual from outside of the County to serve in the role of an interim for any reason deemed necessary in order ensure continuity of County operations.

### C. Temporary Reassignments and Additional Duties

The Department Director and/or their designee, with the approval of the County Manager, may temporarily reassign an employee to a job class that is different from the regular assignment, or assign a significant increase in duties and responsibilities above the employee's job class. With additional responsibility, the employee may receive up to a 5% increase for the duration of the reassignment or additional duties. The duration shall not be less than three weeks and will not exceed 12 continuous months without the approval of the County Manager.

## 5.8 Guidelines for Pay Adjustments

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

### B. Review and Approval

1. The Human Resources Director will review and provide final approval for:
  - a) accessions (new employees);
  - b) promotions;
  - c) transfers;
  - d) demotions; and/or
  - e) pay for longevity/merit.
2. Wage and salary increases are made effective on the first day of the pay period immediately following the final written approval.
3. An employee should be advised of changes only after written approval is returned to the originator of the request.

### C. Error correction

1. Pay adjustments may be required due to administrative, clerical, or mechanical error. Failure to allow adequate processing time, supervisory or department delays, or oversights at the point of origination are not included in this category.
2. If an overpayment is made, proper documentation and prior notification to the employee will be provided before the County recovers the overpayment amount.

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## 5.9 Longevity/Merit Program and Bonus Pay

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

### B. Longevity/Merit Program

1. Benefited employees are recognized and rewarded for their performance and length of dedicated service through the Longevity/Merit Program. This program



runs annually and independently from other types of increases that may be implemented in any given year, such as cost-of-living adjustments.

2. The longevity/merit formula will be applied to the employee's base pay after other increases (such as COLA) are applied to the employee's base pay. This will happen each year as long as the employee meets the performance criteria established on the annual employee performance evaluation form for the given year. If they do not, they will not be eligible for that year, however they may be eligible again the following year if performance has improved to meet the established criteria.
3. In no case will longevity/merit pay granted to an employee in previous years be taken away unless they leave employment and return, in which case their benefited rehire date will be their new longevity date.
4. No employee's pay shall be increased above the maximum of the grade for their position. Therefore employees eligible for longevity/merit that would result in an increase above the established maximum for their assigned pay grade will receive a one-time lump sum payment in lieu of an increase to base pay.
5. The Longevity/Merit Program formula for full-time and part-time benefited employees is as follows:
  - a) employees with at least one (1) but less than five (5) continuous years of service as of 06/30 = .5% each 7/1
  - b) employees with at least five (5) but less than ten (10) continuous years of service as of 06/30 = 1% each 7/1
  - c) employees with at least ten (10) but less than fifteen (15) continuous years of service as of 06/30 = 1.5% each 7/1
  - d) employees with at least fifteen (15) continuous years of service as of 06/30 = 2% each 7/1

C. Special Bonus Payments

The County Manager, at his/her sole discretion, may authorize a special performance bonus for any employee at any time for up to \$2,000.

## 5.10 Cost of Living Adjustment (COLA)

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County Commissioners consider a cost of living increase for employees on an annual basis. The recommendation for an increase is based upon the prior year consumer price index and/or Social Security index. If approved and appropriated in the operating budget, the increase is normally effective July 1 and is distributed to employees in the paycheck

that includes July 1.

- C. When employees receive a cost of living increase, their pay grade remains the same.

## 5.11 Pay and Reclassification Studies

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Each year, positions representing one third (1/3) of the County workforce will be studied by Human Resources. The Department Director and/or their designee whose department is being studied for that year may also submit requests to Human Resources for reclassifications within their department.
- C. Human Resources is responsible for maintaining the list of departments to be studied, gathering data from surrounding counties deemed comparable to the County by the County Manager, and working with the Department Director and/or their designee to gather educational and experience information from their employees. The Department Director and/or their designee is responsible for reviewing the job descriptions in their department and submitting a Position Description Questionnaire (PDQ) for positions they would like to be considered for reclassification.
- D. The Human Resources Director will make a recommendation to the County Manager (and copy the Department Director and/or their designee) with the following information:
- 1) defined occupational groups/positions that were studied;
  - 2) defined labor markets used as part of the study;
  - 3) recommended salary range placement changes (if any);
  - 4) recommended compression adjustments (if any);
  - 5) recommended reclassifications with salary range placement (if any).
- E. The County Manager shall decide which recommendations, if any, will be forwarded to the Board of County Commissioners (or the Personnel Board if appropriate) for approval. Note: salary increase requests and reclassification requests that effect individual employees may be heard in closed session in accordance with G.S. 143-318.11.
- F. All recommendations for salary increases and reclassifications are subject to approval by the County Manager and the Board of County Commissioners (or the Personnel Board if applicable).
- G. The Board of County Commissioners may, at any time, approve or request a third-party compensation study.

## 5.12 Over-time, Comp-time, and Pay Deductions

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

### B. Each Department Director and/or their designee are required to ensure compliance with the applicable standards regulations and guidelines of the Fair Labor Standards Act.

### C. Exempt (Salaried)- defined by the U.S. Department of Labor, Wage & Hour Division, Salary and Duties Tests as:

1. Personnel who are classified as Administrative, Professional or Executive as defined by the FLSA and are paid on a salary basis are exempt. Also exempt are certain computer employees. Exempt employees are required to work the number of hours necessary to fulfill their job responsibilities. The Board of County Commissioners establishes a minimum of forty (40) hours for a workweek in accordance with [5.2 Established Salary Schedules](#). Although exempt from overtime, exempt employees may accumulate a maximum of forty (40) hours of Straight time Compensatory time in accordance with [5.12 Over-time, Comp-time, and Pay Deductions](#).
2. Authorized leave will not be granted to salaried employees who do not have accrued time (vacation or sick) to cover time off. A Department Director and/or their designee, with the approval of the Human Resources Director, may advance vacation or sick leave to vested employees only. Each case will be reviewed on its own merits.
3. Exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed. Subject to exceptions listed below, exempt employees must receive their full salary for any week in which they perform any work, regardless of the number of days or hours worked. Exempt employees need not be paid for any workweek in which they performed no work for the County.
4. Deductions from pay cannot be made as a result of absences due to the following circumstances:
  - a) jury duty;
  - b) attendance as a witness for the County;
  - c) absences caused by the employer;
  - d) absences caused by the operating requirements of the County.
5. As public employees, there are exceptions to the requirement to pay exempt employees on a salary basis. In these cases, deductions may be permissible as long as they are consistent with other County policies and procedures.
  - a) Absences of one or more full days for personal reasons other than sickness or disability - an exempt employee of a public agency may have his or her

pay reduced or may be placed on leave without pay for absences due to personal reasons of less than one full day when the employee's accrued leave has been exhausted.

- b) Absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy, for providing compensation for loss of salary occasioned by such sickness or disability.
  - c) Penalties imposed for infractions of safety rules of major significance.
  - d) Unpaid disciplinary suspensions of one or more full days imposed for infractions of workplace conduct rules in accordance with the County's disciplinary policy.
  - e) Deductions for the first and last week of employment, when only part of the week is worked by the employee, as long as this practice is consistently applied to all exempt employees in the same circumstances.
  - f) Deductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave Act.
  - g) Due to public accountability, exempt employees will not lose their exempt status when they are paid according to a pay system established by statute, ordinance, or regulation under which they accrue paid leave and requires their pay be reduced or be placed on leave without pay for absences of less than one work day when their accrued leave has been exhausted.
  - h) Deductions from the pay of an employee of a public agency for absences due to a budget- required furlough shall not disqualify the employee from being paid on a salary basis except in the work week in which the furlough occurs and for which the employee's pay is accordingly reduced.
6. Exempt employees who believe their pay has been improperly reduced should contact the Human Resources Director immediately to request an investigation.
- a) The employee will be asked to specify in writing, using the guidance above, the circumstances of the pay deduction and whether it has occurred on other occasions,
  - b) The County will review pay records and interview the supervisor or Department Director and/or their designee, as well as the payroll representatives handling the employee's pay, to determine if the allegation is correct.
  - c) If the deduction was in fact improper, the County will reimburse the employee(s) as promptly as possible, but in no case longer than two pay periods from the identification of the problem.
  - d) The individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the County. If warranted, the responsible person(s) will be held accountable for the error(s) made consistent with the County disciplinary policy.
  - e) The resolution of the situation will be documented (including confirmation on the part of the employee that the situation has been resolved) and placed with the employee's pay record.
  - f) Following the identification of such a problem, the County will establish a

practice to regularly audit employee records to ensure no further issues arise.

D. Non-Exempt- as defined by the U.S. Department of Labor, Wage & Hour Division

1. Non-exempt job classifications will be eligible for time and one-half compensatory time for all hours actually worked in excess of forty (40) within a given workweek. "Hours worked" is defined as actual working hours. Benefit/Leave Time hours (such as vacation time) are excluded in the calculation of eligible overtime/comp time hours. Benefit/Leave Time hours are paid at straight time. Any hours worked over forty (40) per week must be pre-approved by the Department Director and/or their designee. Any unauthorized hours worked over forty (40) may subject the employee to disciplinary action up to and including dismissal. It is the responsibility of the Department Director and/or their designee to manage the accrual of comp time. Compensatory time must be utilized prior to the use of vacation time.
2. Overtime hours worked by Emergency Services and Telecommunication employees will be paid overtime.
3. Overtime hours worked by all other eligible County employees will be compensated as accrued comp time.
4. Using the 7(k) exemption under FLSA, the Sheriff's Office will recognize and compensate overtime (as compensatory time) for all non-exempt employees who work beyond 171 hours in a 28-day work period. Comp time must be utilized before vacation leave.
5. A workweek is a regular recurring period of one hundred sixty-eight (168) hours in the form of seven consecutive twenty-four (24) hour periods. The County's defined work week begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday. Schedule adopted pursuant to Section 207(k) of the FLSA and 29 CFR Part 553.
6. Overtime pay in lieu of comp time accrual must be approved by the County Manager prior to employees working overtime.
7. If possible an employee should be given the equivalent time off within the same workweek in lieu of overtime; otherwise, overtime hours will be paid as accrued comp time. When it is essential to maintain departmental operations or during emergencies, disasters, etc., the Department Director and/or their designee can require employees to work overtime.
8. Non-exempt employees must report in and out to the appropriate person for recordkeeping requirements.
9. Unless authorized by the Department Director and/or their designee, employees may not elect to work outside their established schedule in order to make up for lost time in accordance with [9.1 Attendance](#).
10. When non-exempt employees work, they are paid the hourly rate established for their position; however when employees do not work they are not paid unless accrued leave is available to make up for lost work time.
11. The following deductions may be made from an employee's income:
  - a) federal income taxes;
  - b) state income taxes;
  - c) FICA (Social Security and Medicare);

- d) authorized County group insurance;
  - e) authorized United Way Fund deductions;
  - f) authorized voluntary benefits;
  - g) liens, garnishments, and child support orders (as stipulated by federal and state statutes);
  - h) authorized deductions to correct errors in pay or overpayments;
  - i) authorized deferred compensation;
  - j) retirement;
  - k) any absence, sickness and/or accident when an individual does not have enough accrued paid leave to cover the absence;
  - l) authorized medical and dependent care reimbursement accounts;
  - m) authorized 401(k) loans, and voluntary contributions associated with 401(k);
  - n) any advanced vacation and sick leave from the final wages of an employee; and/or
  - o) other deductions as authorized.
12. Employees must maintain a record of total hours worked each day and must certify their timesheet to verify that the hours reported worked are complete and accurate.

### 5.13 Voluntary Work

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. Non-exempt (hourly) employees who voluntarily work before or after the beginning or close of normal working hours are engaged in working time. The reason for the work is immaterial; as long as supervisors "suffer or permit" employees to work on the County's behalf, compensation in the form of compensatory time accrual must be paid. The Department Director and/or their designee is required to make certain that overtime work is approved. The publishing of a rule prohibiting unauthorized overtime is not sufficient to avoid compensation for additional hours worked.
- C. Bona fide "volunteers" who work outside the County may do so without any obligation of the County to provide wages. As with guidelines affecting outside employment, non-exempt employees are requested to indicate in writing outside "volunteer" service. The Department Director and/or their designee should contact Human Resources to determine if such services are eligible for compensation.
- D. Documentation on volunteer services is suggested in order to remove any concerns that may exist. Outside volunteer work becomes compensable when employees are required or requested by their supervisor to perform services in a capacity for which they were

employed by the County.

## 5.14 Waiting Time

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Whether waiting time for non-exempt (hourly) employees is compensable depends on the particular factual circumstances. Required waiting time is compensable. However non-exempt employees who wait before starting their duties because they arrive at work earlier than the required time are not entitled to be paid. The same circumstances are true for those non-exempt employees who may wait at the end of the required shift. All time spent by non-exempt employees in waiting while on duty must be counted as hours worked. If employees begin, while waiting to start their shift, to perform duties for which they were employed, such time becomes compensable.

C. Under FLSA regulations, waiting time by non-exempt employees who have been relieved of duty need not be counted as hours worked if:

1. employees are completely relieved from duty, allowed to leave the job, and free to do as they please; or
2. employees are relieved until a definite specified time. It is the responsibility of the Department Director and/or their designee to evaluate the facts and circumstances in each case to determine eligible work time.

## 5.15 On-Call

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. The nature of operating the County is such that employees may be subject to being called back to their work area in unusual situations after having completed their normal working schedule. In some cases, call-back requirements are of sufficient volume and frequency to justify scheduling and designating employees in advance to accept this responsibility for



a given period of time. In such cases, a bona fide on call status may exist. It is the purpose of these guidelines to establish a fair and equitable method of compensation for County employees who may be on-call. To be eligible for on-call status, the Department Director and/or their designee must have written approval from the Human Resources Director before commitments can be made for on-call and before compensation will be received.

- C. Restricted on-call exists when non-exempt (hourly) employees are restricted to the work unit or a specific location without freedom to pursue normal activities or personal pursuits. This arrangement will be construed to mean that employees are "engaged to wait" and will be counted as regular hours worked. All hours worked will be included to determine the eligibility of overtime for non-exempt employees.
- D. Non-restrictive on-call will be construed to mean the employees are only "waiting to be engaged" and will not be counted as hours worked. Non-restrictive on-call exists when the following conditions are met:
  - 1. employees are to remain within two (2) hours of the vicinity of the County;
  - 2. employees during non-work on-call hours are free to engage in their own personal pursuits;
  - 3. employees are given pagers or cell phones as a means to communicate with their department or must leave a telephone number at which they can be contacted.

E. Eligibility for On-Call

- 1. Employees required by the Department Director and/or their designee to be available for possible return to work outside their normal working hours may be eligible for on-call compensation. To obtain approval for on-call compensation:
  - a) on-call situations must reflect services which have to be provided on-the-spot within a limited number of hours and must be a service that cannot wait;
  - b) on-call will be the exception rather than the routine situation. Departments will be required to find alternative scheduling options and other techniques within management's discretion for covering the more routine types of situations that occur. On-call status will not become a mechanism that encourages over-dependence on off duty supervisors;
  - c) decisions regarding on-call will be reviewed in the context of service level options. In other words, available resources will determine the service;
  - d) on-call will be viewed as the mechanism used because it is less expensive than adding additional staff, even when paying for actual time worked by on-call employees; and
  - e) the Department Director and/or their designee is required to contact the Human Resources Director for verification of and approval for on-call status.

F. On-Call Premium

- 1. In some instances employees are not required to stay on site but are obligated to be available should their services be required. As a general rule, the employees are free to use their "on-call" time as they wish with some minor limitations. On-call employees may be provided comp time of four (4) hours for each week (7 days) spent on call. If a call lasts more than four (4) hours, the employee will receive comp time for the total number of hours that the call actually takes. Travel

time to and from the site must be counted as time on the call. Some employees who are required to be “on call” for only a 24-hour period may be given one (1) hour of comp time, up to a maximum of four (4) hours per week.

2. Compensation for actually working an on-call arrangement: non-exempt employees on call will be compensated for hours worked outside their normal schedule in an actual callback situation. A non-exempt employee who is "on call" after regular work hours will be compensated at time and one-half compensatory time for all hours actually worked over forty (40) in a workweek. The minimum of four (4) hours of comp time per week is guaranteed for employees who are called or actual hours worked whichever is greater.
- G. Human Resources will maintain a list of positions that are authorized for on-call compensation arrangements.

## 5.16 Permanent Residence on County Property

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Employees who reside on County property on a permanent basis or for an extended period of time (five days or more) are not considered working all the time they are on the premises. Ordinarily employees may engage in normal private pursuits and thus time for eating, sleeping, entertaining, and other periods of complete freedom from all duties are not compensable. It is, of course, difficult to determine the exact hours worked under these circumstances and reasonable agreements between the Department Director and/or their designee and employees may be accepted as working time.

## 5.17 Continuing Education (Training)

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the policy of the County to encourage personnel to avail themselves of training or

education that would further their careers or prepare them better for their current or future jobs with the County.

- C. Mandatory attendance of County personnel at required work-related educational or training program, whether during or outside normal working hours, shall be constituted as involuntary enrollment on the part of the employee and the training hours will be counted as work time. The employee shall be required to affirm such in writing to the Department Director and/or their designee for approval before time of enrollment.

## 5.18 Involuntary Training

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Each Department Director and/or their designee is required to process an expense report directly to the Finance Department for authorization of any payments for employee training or education.
- C. Reimbursements to employees will only be made if the request is accompanied by original receipts for tuition, fees, or books. Funds must be budgeted and approved before commitments are made to employees for involuntary training.
- D. The County declares that mandatory attendance of County personnel at required work-related educational or training programs outside normal working hours shall be constituted as involuntary enrollment on the part of the employee and said employees shall receive compensation and shall thereby be required to attend.
- E. All hours spent in training must be entered on the employee's timesheet.
- F. The Department Director and/or their designee has discretion on selection or appointments to training programs.

## 5.19 Voluntary Training

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The following guidelines must be met for the training activity not to be counted as working time:
1. attendance must occur outside regular working hours; and
  2. attendance must be in fact voluntary.
- C. Employees are responsible for tuition, books, materials, supplies or fees.
- D. It is not voluntary if employees are led to believe that non-attendance will jeopardize their working conditions or employment standing.
- E. Documentation on voluntary training is necessary to remove any questions.
- F. Employees must not engage in compensable work while attending. Voluntary training directly related to the employee's job is permissible. FLSA regulations permit job related voluntary training without compensation when the training is offered by independent bona fide institutions of learning. Employees may utilize, with approval from the Department Director and/or their designee, accrued comp time, floating holiday, and then vacation time for voluntary training. All applicable leave balances must be utilized before a leave without pay status is approved. Leave without pay status should not exceed a two (2) week pay period.
- G. Attendance of County personnel at educational or training programs for an employee's professional betterment outside normal working hours when not required by the County shall be constituted as voluntary enrollment on the part of the employee and said employees shall not receive compensation.
- 

## 5.20 Attending Board of Commissioners Meetings

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. If a Department Director or an employee is scheduled on the County Commissioner's meeting agenda, or instructed to attend the meeting by a Commissioner or the County Manager, the time may be considered worked time and therefore be counted as compensatory. If a Director or employee is not required to be at the meeting, the time is not considered as work time.

## 5.21 Travel Time

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Whether travel time is compensable depends on the kind of travel involved. Normally, the County will not be responsible for the time spent by non-exempt (hourly) employees in walking, riding, or otherwise traveling to their principal job-related activity. The following general guidelines apply in determining whether non-exempt employees' travel time is compensable.
- C. Home-to-work travel, or vice versa is not compensable, even if employees must travel from a town to an outlying site to get to the job or even if the County is providing transportation. Employees are not at work until they reach the work site and their normal work period begins. If employees are required to report at a special time, to a meeting place, where they are to pick up materials, other employees, or to receive instructions, compensable time starts at the time of the meeting or their arrival. Deputies who are assigned vehicles and are "off duty" will not have any travel time recognized as compensable time.
- D. Workday travel by employees from one job site to another during the workday is compensable work time. Also, traveling from an outlying job at the end of the scheduled workday back to a central point is compensable.
- E. Call-Back Time
- The County's position on compensation on call-back for all non-exempt (hourly) employees is unless given a specific time to report to duty, work time begins when employees are notified to return to the job, including reasonable allowances for travel time back to the job. The Department Director and/or their designee has discretion on what is considered "reasonable travel time."
  - In addition to compensation for call-back, employees may also request auto allowances at the established mileage rate for all mileage from home to the work site and back home; provided employees are using their own car or have not been offered County transportation.
  - These stated guidelines on call-back are also applicable for required in-house meetings/training whereby employees are scheduled off and must return to the County premises for a required meeting.
- F. Out-Of-Town Travel
- Non-exempt (hourly) employees who are required by the Department Director and/or their designee to be out-of-town for one day or less do not need to be compensated for the time spent traveling from home to the airport or pick-up

point but they must be paid for all other travel time with the exception of meal time. Non-exempt employees are considered working all the time they are traveling even if employees are permitted to drive their own cars.

2. Where non-exempt employees travel on County business for more than one day, they must be paid for time spent in traveling (except mealtime) during their normal working hours including non-working days, such as Saturday, Sunday, and holidays.
3. Any actual work non-exempt employees perform while traveling is considered compensable.

## 5.22 Payment While Employed Outside the County

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Off duty personnel such as law enforcement and EMS employees who have outside employment will not be paid by the County during these outside activities. To be eligible for compensation, employees who are engaged in outside employment must be required to perform services with the County for which they are employed. Law enforcement and EMS personnel are required to report to their supervisor any outside work which may be considered compensable time. It will be the responsibility of the supervisor to determine all hours, which may fit the circumstances described in this section.

## 5.23 Timesheets

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. In compliance with the Fair Labor Standards Act, the County requires that records be kept in a centralized location on wages, hours, occupation, and other terms and practices

of employment. Timesheets are typically completed electronically through Munis Employee Self-Service (ESS) by each employee and forwarded electronically to the supervisor for approval.

- C. Hours worked by an employee must be treated as compensable time. Employees should record actual time worked and benefit time used on the proper line. It should be emphasized that it is the responsibility of the employee to ensure accurate information as to time worked and the duty of the supervisor to ensure the accuracy of the employee's timesheet.

## 5.24 Pay Day

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Paydays occur every two (2) weeks. There are normally twenty-six (26) paydays each calendar year.

## 5.25 Adverse Weather

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. This policy does not apply to 24-hour services that must maintain their regular scheduled hours during adverse weather conditions or to functions determined essential by the Department Director and/or their designee. Employees providing 24-hour emergency and critical services or essential functions should report as usual.
- C. On occasions, adverse weather conditions may become a factor in determining whether employees should report to work. When such conditions occur, the following procedures apply:
1. Any delay or closing will be posted on the County website.
  2. Local news channels will be contacted with any delay or closing. Employees may



also call (704) 216-8641 for any changes to the County's operating schedule.

3. The Department Director and/or their designee is responsible for ensuring that their respective offices are opened as soon as practical and that at least a minimum number of employees are present to control and protect the facility as well as provide telephone communications and essential services.
4. Employees are to use their discretion based on their own personal situation to decide if and when travel to and from work can be safely made. Employees should protect their families and belongings before attempting to travel to work during adverse weather.
5. If the Adverse Weather Policy goes into effect, employees with benefits will be paid for the hours the offices are closed, with the following exceptions:
  - a) employees will not be eligible to receive adverse weather pay for days/time that they had already been scheduled to be off; or who are on leave of absence; and
  - b) employees will not be eligible to receive adverse weather pay for days/times that were not already part of their regular working schedule.
6. The hours the offices are closed are treated as adverse weather closure time and any time missed when the offices are open are charged to the employee's comp time and floating holiday first, and then vacation, personal leave, or leave without pay if the employee has no available leave balances. Sick leave cannot be used unless the employee or immediate family member is actually sick.
7. Due to the difficulty of controlling make-up time, employees will not be allowed to make up lost time for a closure due to adverse weather. The Department Director and/or their designee may allow employees to offset lost time by any compensatory time earned within the same week prior to the lost time. Compensatory time cannot be granted by a Department Director and/or their designee simply to add hours to offset the lost time.
8. Adverse weather hours cannot be used to exceed the employee's normal daily work schedule or standard workweek. Comp time or overtime cannot be accrued based upon the use of the Adverse Weather code.
9. The County Manager may authorize a comp time accrual for non-exempt employees required to perform outdoor duties during adverse weather conditions in order to facilitate the earliest safe reopening of County offices for employees and the public. The Department Director and/or their designee shall submit a list of non-exempt employees and the requested comp time hours to the Human Resources Director for review and approval by the County Manager.

## Section 6 – Employee Benefits

## 6.1 Availability of Employee Benefits

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board, County Commissioners	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

B. All employee benefits and services are subject to approval by the the County Board of Commissioners annually. Benefits including monetary compensation, Career Development, and the Longevity/Merit Plan are dependent upon the availability of allocated funds. The County reserves the right to eliminate, reduce, or otherwise change any employee benefit as approved by the County Board of County Commissioners.

## 6.2 Vacation Time

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board,	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. Vacation with pay is granted to full-time and part-time benefited employees.
- C. Part-time, seasonal, and temporary employees are not eligible for vacation benefits.
- D. Vacation leave does not accrue while an employee is on leave without pay (LWOP) for any reason.
- E. Full-time and part-time benefited employees accrue vacation on a bi-weekly basis determined by the length of County service as follows:

Length of Service	Max Days Per Year	Max Hours Per Pay Period	Factor Per Hour
Less than 2 years	10	3.080	.0385
2 but less than 5 years	12	3.696	.0462
5 but less than 10 years	15	4.616	.0577
10 but less than 15 years	18	5.544	.0693
15 or more years	21	6.464	.0808

- F. The hours calculated in the above chart are rounded. The Munis sytem is programmed to accommodate any rounding errors in its computation.
- G. Scheduling and approval of vacation is at the discretion of the Department Director and/or their designee in accordance with departmental operations, staff workloads, and the availability of staff at certain times of the year. First and second choices for leave requests are highly suggested. When conflict occurs within a department, consideration may be given to the earliest request submitted. The Department Director and/or their designee has the right to deny leave requests in order to maintain adequate staffing, departmental operations, and continuity of County services and is responsible for acknowledging, approving, or disapproving the request at the earliest convenient date prior to the beginning of the vacation time.
- H. Provisions of the vacation policy include the following:
1. pay in lieu of vacation will not be allowed;
  2. vacation credits may not be taken in units of less than fifteen (15) minutes;
  3. upon approval of the Department Director and/or their designee, an employee may elect to use earned comp-time, floating holiday, and then vacation days for personal emergencies in accordance with policy [9.1 Attendance](#). However employees who are exhibiting excessive absenteeism, as defined in policy [9.1 Attendance](#) are not entitled to this privilege;
  4. if an employee is on vacation and becomes injured or ill, that person may exercise the option to use sick time; the Department Director and/or their designee may request medical verification;
  5. an employee going on approved leave may request to use vacation leave. However all accrued floating holiday hours and accrued non-exempt comp time must be utilized before accrued vacation hours;
  6. as a public employer and adherence to the principles of public accountability, an employee's pay may be docked by the number of hours not worked and may be disciplined when vacation leave or any other applicable leave is exhausted in accordance with policy [9.1 Attendance](#);
  7. employees who leave the County's employment will be paid for accumulated vacation days, or the County will transfer any unused vacation leave in lieu of paying it out at the request of the terminating employee;
  8. a paid holiday occurring during the paid vacation of an employee will be paid and recorded as a holiday;
  9. employees transferring between departments do not have their accrual rates or accrued vacation time affected;
  10. one day (8 hours) of vacation shall be credited to the accumulated benefits of a full-time employee who does not use sick leave and who is not absent without leave for a period of approximately twenty-six consecutive work weeks depending upon when the pay period ends. Part-time benefited employees accrue these bonus hours on a pro-rata basis determined by the number of hours normally worked in the workweek;
  11. in computing wages, vacation time will be computed at regular pay and will be excluded from calculating overtime. Vacation leave may only be used to receive pay up to the employee's regularly scheduled work week and cannot be used to increase the employee's pay;

12. The Department Director and/or their designee, with the approval of the Human Resources Director, may advance vacation leave (to vested employees having five years of service with the County) not to exceed the amount an employee can accumulate during the current calendar year;
13. after the last payroll of the calendar year is processed in December, a County employee with accrued annual vacation leave in excess of thirty (30) days or two hundred forty (240) hours at the end of the calendar year will have those excess vacation hours converted to sick leave. This converted sick leave may be counted toward creditable service at retirement; and
14. The County will accept a transfer of unused vacation leave (30-day maximum) from another local or state government employer as long as the unused balance is no more than 3 years old. A letter must be received from the previous employer stating the amount of vacation leave to be transferred.

### 6.3 Sick Time

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. Sick leave with pay is not a right which an employee may demand but a privilege granted by the Commissioners for the benefit of the employee when sick.
- C. Full-time and part-time benefitted employees accrue sick leave at a rate of .0462 per regular hour worked with a maximum of 3.696 hours per pay period, 12 days per year. Sick leave does not accrue while an employee is on leave without pay (LWOP) for any reason, including worker's compensation.
- D. There is no maximum accumulation of sick leave.
- E. Employees who are sick and have no sick leave available to cover their absence are not entitled to utilize other types of leave to cover their absence unless they are on an approved leave of absence.
- F. A Department Director and/or their designee, with the approval of the Human Resources Director, may advance sick leave (to vested employees having five years of service with the County) who are on an approved leave due to illness not to exceed the amount an employee can accumulate during the current calendar year.
- G. Scheduled medical appointments are not considered a sudden illness and require approval in advance to attend. Requests for leave for medical appointments should be submitted to the Department Director and/or their designee as soon as the appointment is made. Failure to do so may result in the denial of the request.
- H. Notification of a sudden illness should be submitted to the employee's supervisor prior to

the leave, or no later than one (1) hour after the beginning of a scheduled workday. Such notice shall include the nature of the absence and the expected duration. If employees cannot call, they should have someone else call for them so that arrangements can be made to cover their jobs. However the responsibility of calling lies with the employee.

- I. If employees are sick for several days and they are not on an approved leave of absence or FMLA, they are responsible for keeping their supervisor informed on a daily basis unless other arrangements have been made with the supervisor. They should inform their supervisor of the approximate date they expect to return to work. The Department Director and/or their designee may require a note from the doctor for extended illnesses or in cases where the employee is suspected of abusing leave.
- J. As a public employer and adherence to the principles of public accountability, an employee's pay may be docked by the number of hours not worked and the employee may be disciplined when sick leave or any applicable leave is excessive or exhausted and the employee is not on an approved leave of absence in accordance with [9.1 Attendance](#).
- K. Regularly scheduled days off cannot be used as paid sick leave.
- L. Sick leave may not be used to augment workers compensation payments, except for the first seven calendar days an employee is out due to a work-related injury or illness.
- M. Attendance records are reviewed periodically to determine the extent of absences due to illness. Employees with excessive absences will be interviewed by the individual's Department Director and/or their designee, who may request a doctor's statement in order to verify the employee's state of health. A person whose health prevents that individual from fulfilling the requirements of the job may be placed on leave of absence by the Human Resources Director until the individual's health improves or may be transferred to a job that person can perform.
- N. Employees should report to their supervisor if they become ill on the job. If it is necessary for employees to go home, they must advise their supervisor or Department Director and/or their designee before leaving. Failure to do so may result in docked pay instead of deductions from accrued sick leave.
- O. A Department Director and/or their designee, with the approval of the Human Resources Director and/or their designee, may send an employee home when their illness presents the possibility of infecting other employees or poses a safety threat to themselves or others. If the employee has sick leave available, it shall be used for this purpose. Where the employee's absence in this case is involuntary, the employee may be allowed to use other available leave time if sick leave has been exhausted. If all leave balances are exhausted, the employee may be fronted sick time with the approval of the Human Resources Director (if eligible in accordance this policy), or the employee's pay may be docked. The employee shall not be allowed to return to work without clearance by a medical professional.
- P. Sick leave may also be used for medical appointments, illness or injury, temporary disability due to childbirth, or to care for a sick member of immediate family.

Q. Definition of immediate family member:

Spouse	Parent (Mother/Father)	Child (Daughter/Son)	Brother/Sister	Grand/Great	Dependents
Husband Wife	Biological Adoptive Step Loco Parentis* In-Law	Biological Adoptive Foster Step Legal Ward Loco Parentis* In-law	Biological Adoptive Step Half In-Law	Parent Child Step In-Law	Living in the employee's household
*A person who is in the position or place of a parent					

- R. Also included are individuals who stood in loco parentis to the employee when the employee was a child and to a child in which the employee stands in loco parentis. Utilization of this type of leave may require verification from a doctor that the employee's presence is needed to care for the family member.
- S. Death in the immediate family as defined above, maximum of five days.
- T. In computing wages, sick leave time will be computed at regular pay and will be excluded from calculating overtime. Sick leave may only be used to receive pay up to the employee's regularly scheduled work week and cannot be used to increase the employee's pay.
- U. At the time of an employee's separation, any sick leave owed to the County shall be deducted from the employee's final compensation.
- V. After the last payroll of the calendar year is processed in December, a County employee with accrued annual vacation in excess of thirty (30) days or two hundred forty (240) hours will have those excess vacation hours converted to sick leave.
- W. One month of retirement credit is allowed for each twenty (20) days accrued in an employee's sick leave account at the time of retirement to employees who are members of the North Carolina Local Governmental Employee's Retirement System (LGERS) provided an application for retirement is made within twelve (12) months of leaving employment.
- X. The County will accept a transfer of unused sick leave from another local or state government employer as long as the unused balance is not more than 3 years old. We will accept all unused sick leave, which was not paid to the employee. A letter must be received from the previous employer stating the amount of sick leave to be transferred.
- Y. The County will transfer any unused sick leave to another employer who will accept the transfer, as requested by the employee terminating employment, within 3 years of separation from employment. Unused sick leave will not be paid to the employee upon termination of employment.
- Z. Employees who are out of work under the provisions of the sick leave policy are prohibited from engaging in any outside employment during the period of leave.



## 6.4 Personal Time

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. As required by [NCGS 95-28.3 Leave for Parental Involvement in Schools](#), benefited employees are given the opportunity to visit their children and/or grandchildren in school and to participate in school activities.
- C. Four (4) hours of leave will be granted per calendar year.
- D. Benefited employees who do not have school-aged children or grandchildren may use this leave for other personal needs or events.
- E. Personal leave must be approved in advance. It may not be used for unscheduled absences including sudden illness or personal emergencies.
- F. Personal leave may not be used for illness.
- G. Any hours not used by the end of the calendar year will be forfeited and no longer available for use.
- H. Employees who are out of work under the provisions of the personal leave policy are prohibited from engaging in any outside employment during the period of leave.

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## 6.5 Wellness Time

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. Benefited employees are granted four (4) hours of wellness time per calendar year to attend their own wellness exams/appointments including:
1. annual physical;
  2. bi-annual dental exams/cleaning;
  3. colonoscopy;
  4. mammogram;
  5. annual eye exam;
  6. flu shot;

7. women's health services;
  8. cancer screenings;
  9. diabetes management;
  10. smoking cessation management;
  11. weight loss management;
  12. heart screening;
  13. mental health;
  14. chronic health condition management;
  15. nutrition management; or
  16. participation in moderate physical activity.
- C. Four (4) hours of leave will be granted per calendar year.
- D. Wellness time must be approved in advance. It may not be used for unscheduled absences including illness or personal emergencies.
- E. Any hours not used by the end of the calendar year will be forfeited and no longer available for use.
- F. Employees who are out of work under the provisions of the wellness leave policy are prohibited from engaging in any outside employment during the period of leave.

## 6.6 Use of Comp-Time

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. As a governmental employer, federal regulations and the County policy permit compensatory (comp) time to be accrued in lieu of overtime pay for certain non-exempt employees. The County has elected to give non-exempt employees equivalent time off in lieu of pay in order to avoid overtime unless otherwise approved by the County Manager. Comp-time accrual is defined in [5.12 Over-time, Comp-time, and Pay Deductions](#).
- C. Federal regulations do not require an employer to pay exempt employees for overtime. However as an added benefit to exempt employees the County allows for a maximum of 40 hours of comp time (straight time) to be accumulated. Any hours accumulated beyond 40 are forfeited.
- D. Use of compensatory time is to be requested and approved in advance. If approved, it must be used before floating vacation time.
- E. Comp time is not to be used to cover unscheduled absences for sudden illness unless the employee is on an approved leave of absence in accordance with [9.1 Attendance](#).
- F. Comp time is not to be used for sudden personal emergencies unless approved by the Department Director and/or their designee. The Department Director and/or their

designee has the ability to deny such a request when the employee is exhibiting excessive absenteeism as defined in [9.1 Attendance](#).

- G. The maximum amount of comp time that will accrue for non-exempt non-law enforcement employees is 240 hours. The maximum amount of comp time that will accrue for non-exempt law enforcement employees is 480 hours. Any comp time accrued beyond the maximum will be paid out to the employee.
- H. Non-exempt employees who leave the County will be paid for all comp time that has accumulated.

## 6.7 Holidays

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. The following days and such other days as the Commissioners may designate are holidays with pay for full-time and part-time benefited employees:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veterans Day
Good Friday	Thanksgiving (2 days)
Memorial Day	Christmas (2 days)
Independence Day	

- C. When a holiday falls on Saturday, Friday shall be observed as a holiday. When a holiday is on Sunday, the following Monday will be taken as the normal holiday. Because of the variety of County services, all employees do not observe holidays on the same day.
- D. Seven-day (7) twenty-four (24) hour operations: a separate holiday schedule will be adopted and posted for staff who work on a seven-day, twenty-four hour operation. The holiday schedule will differ from the normal schedule for regular employees when the specific date of a legal holiday observance falls on Saturday or Sunday. For example, if July 4th falls on Saturday and Friday is the County Government holiday for regular employees, the date for the holiday for employees on a seven-day, 24-hour operation would be Saturday, July 4th instead of Friday, July 3rd. All County employees will receive the same number of approved holidays. The scheduled holiday dates for seven-day, 24-hour employees will be the dates that eight hours of holiday time and premium time will be received for all hours worked. Employees on the separate (different) holiday schedule will not be eligible for floating holiday hours or premium pay for working on the normal holiday schedule observed by regular employees. The separate holiday

schedule for seven-day, 24-hour employees will be posted annually along with the regular holiday schedule.

- E. For employees who work twelve-hour shifts, holidays begin and end at 12:00 midnight.
- F. Regular part-time benefited employees accrue holiday leave on a pro-rated basis of the weekly hours budgeted for the position.
- G. Part-time non-benefited employees and temporary employees are not eligible for paid holidays.
- H. The policy that governs the use of holiday time is as follows:
  - 1. there is no waiting period for holidays;
  - 2. when staffing permits, holidays may be taken on the day of the holiday. Employees who are required to work on the County holiday to ensure delivery of services will receive another day off (up to eight hours) in the place of that day and additional pay equal to one-half of their regular hourly wage. Holidays not taken will accrue in a Floating Holiday Bank. At the end of the calendar year, holiday hours over 240 will be lost. To avoid this from occurring, accrued holiday hours must be used before accrued vacation hours.
  - 3. holidays must be taken on or within a period of time agreeable to the Department Director and/or their designee and employee;
  - 4. a holiday occurring during the paid leave of an employee will be paid and recorded as a holiday;
  - 5. in computing wages, holiday pay will be computed at regular pay, recorded as a holiday, and excluded from calculating overtime;
  - 6. in order to be paid for a holiday, the employee must work and/or use paid leave for their full scheduled workday or shift prior to the holiday and their full scheduled workday or shift following the holiday;
  - 7. in order for a new employee to be eligible for holiday pay in their initial pay period, an employee must have worked a full regularly scheduled workday or shift before and after the holiday.
- I. Floating Holidays
  - 1. Employees that work on a scheduled holiday will accrue floating holiday hours for the hours they work on the holiday, not to exceed a maximum of eight (8) hours per holiday.
  - 2. When a County-observed holiday falls on an employee's regularly scheduled off day, the employee will earn floating holiday hours up to a maximum of eight (8) hours per holiday.
  - 3. Employees must obtain prior approval in order to use floating holiday hours unless they are on an approved leave of absence.
  - 4. Floating holidays hours accrued over 240 hours will be forfeited at the end of each calendar year.

## 6.8 Health Insurance

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board, County Commissioners	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

B. The County participates in a comprehensive major medical group health insurance plan designed to assist employees in the payment of expenses resulting from illness or injury in accordance with the plan. The County pays the full cost of the premium on individual coverage for full time employees hired or reinstated prior to 01-22-12. Full-time employees hired or reinstated 01-22-12 and thereafter pay a proportion of the employee health insurance cost. Part-time benefited employees hired after 7-1-03 pay a pro-rated amount in proportion to the number of hours worked for individual coverage. Employees who transfer from full-time status to part-time benefited status will pay the appropriate pro-rated amount. Employees may purchase coverage for their dependents and are responsible for paying the full cost of the additional coverage. Current premium rates are on file with Human Resources.

### C. Retiree Health Insurance

1. The purpose of the insurance provided hereunder is to extend qualified retirees of The County health insurance through the County's group insurance plan. The County will offer, on the condition that the retiree meets the qualifications established in this section, health insurance coverage from the effective date of retirement until the date the retiree receives Medicare coverage through the Social Security Administration, or ninety (90) days after becoming eligible for Medicare, whichever comes first, or becoming gainfully employed by another employer that offers health insurance.
2. For the purposes of this policy, group insurance, or insurance, shall mean major medical health insurance and continuation of dental insurance with self-payment.
3. Requirements for Retirement Health Insurance Benefits
  - a) Retirement With Full Insurance Benefits: in order for a retired employee of the County to qualify for retirement with full insurance benefits, the retiree must meet all of the following criteria:
    - 1) hired or reinstated as a full-time benefited employee prior to 01-22-12;
    - 2) qualify for "unreduced" benefits through the North Carolina Local Government Employees' Retirement System; and
    - 3) have worked full time for the County consecutively for at least twenty (20) consecutive years and shall have attained at least the age of fifty-five (55) years at the time of retirement. Consecutive years of service include reinstatement years.\*

4. The Department Director and/or their designee shall receive health insurance benefits if the following conditions are met:
    - a) qualify under number three (3) above; or hired or reinstated as a full-time benefited employee prior to 01-22-12; and
    - b) qualify for “unreduced” benefits under the Local Government Employees’ Retirement System and have worked full time at least fifteen (15) consecutive years with the County (ten years as a Department Director) and have attained at least the age of fifty five (55) years at the time of retirement; \* or
    - c) qualify for “reduced” benefits under the Local Government Employees’ Retirement System and have worked full time for ten (10) consecutive years as a Department Director with the County and have attained at least the age of sixty (60) years at the time of retirement. Consecutive years of service include reinstatement years.
  5. Part-time benefited employees are not eligible for retiree health insurance Benefits upon retirement. (Approved June 10, 2003)
  6. Full-time benefited employees hired or reinstated after 01-22-12 are not eligible for retiree health insurance benefits upon retirement. (Adopted by the Board of Commissioners on January 17, 2012)
- D. Health Insurance Benefits for Retirees
1. Retirement With Full Insurance Benefits: retirees that qualify for full insurance benefits shall be entitled to the same major medical health insurance as other regular full-time employees at no expense to the retiree. Dental insurance may be offered to retirees at the same price as regular full-time employees. The coverage shall commence on the first day of retirement and shall terminate when the retiree receives Medicare coverage through the Social Security Administration, or ninety (90) days after becoming eligible for Medicare, whichever comes first. The retiree’s health insurance coverage shall be suspended if he/she becomes gainfully employed by another employer that offers health insurance. The retiree may be eligible for reinstatement under the county’s plan if and when the current employer’s coverage ceases and the retiree has not attained the age of sixty-five (65) years.
  2. Dependent Health Insurance Coverage: the County shall offer the insurance benefits outlined in this policy to the retiree only. The retiree may continue to cover his dependents at his/her own expense if the dependent’s coverage has been effective for six (6) months prior to the retiree’s retirement. Dependent coverage cannot be added at retirement. Dependent coverage is the same group rate for which the County charges all regular full-time employees.
- E. The County reserves the right to require retirees to pay any portion of the premium.

\*Provisions of paragraphs C.3.a).3). and C.4.b. are clarifications of the language which was intended when adopted on December 1, 2002.

## 6.9 Dental Insurance

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water, County Commissioners	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. The County participates in a group dental insurance plan to assist employees in the payment of expenses resulting from dental care. Employees choosing to purchase this coverage may do so through payroll deductions. Current premium rates are on file with Human Resources.
- 

## 6.10 Life Insurance

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board, County Commissioners	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. The County provides full-time and part-time benefited employees with a life insurance policy. Employees may purchase additional coverage for themselves or their dependents and are responsible for paying the full cost of the additional coverage.

### C. Life Insurance for Employees

1. Death Benefit - the amount of life insurance will be payable to any beneficiary the employee names in the event of that employee's death.
2. Conversion Privilege - if individuals leave County employment for any reason, their life insurance will be continued through the end of the month for which contributions have been made. During this period (and a grace period of 31 days), one may convert the insurance coverage to an individual policy. No medical examination will be required for this new policy.
3. Beneficiary - employees may name anyone whom they desire as beneficiaries. One may change the beneficiary at any time by completing the proper insurance form, which is kept in Human Resources.

### D. Life Insurance for Dependents

1. Definition of Dependent - the term "dependent" means the spouse of any employee and employee's unmarried children (including stepchildren, legally



adopted children or foster children) between the ages of fourteen days and nineteen years, or up to age twenty-six (26).

2. Death Benefit - the amount of the insurance provided for each dependent, shown in the life insurance schedule, is payable to the employee in the event of the dependent's death from any cause while insurance is in effect.

E. Premium Payments While on Leave of Absence

The County does not contribute to the premium of employees on any type of unpaid leave, with the exception of approved Family Medical Leave. The employee may continue the group coverage by paying the individual premium as well as dependent coverage, if applicable. All payments must be sent to Human Resources by the first day of the month for which payment is being made.

## 6.11 Retirement

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. County employees who work a minimum of 1,000 hours per year are required to join the [Local Governmental Employees' Retirement System of North Carolina](#). Sworn law enforcement officers shall become members of the [North Carolina Local Government Employees' Retirement System for Local Law Enforcement Officers](#). A qualified sworn law enforcement officer is an employee who possesses the power of arrest, has taken the law enforcement oath administered under the authority of the State of North Carolina, and is certified as a law enforcement officer under the provisions of [NCGS 17C-2](#) or certified as a deputy sheriff under the provisions of [NCGS 17E-2](#), and is employed in a sworn law enforcement position approved by the the County Board of Commissioners. The number of paid personnel employed as sworn law enforcement officers in the Sheriff's Department and Detention Center may not exceed the number of sworn law enforcement positions approved by the the County Board of Commissioners.

- C. Required contributions to the retirement program are deducted from the employee's paychecks and the County contributes a percentage of the employee's salary determined by the Department of the State Treasurer. After five years of creditable service in the LGERS, employees are vested for purposes of retirement benefits in accordance with the eligibility requirements. After one year of creditable service, employees are eligible for a death benefit. In the event the employee dies while actively employed or within one hundred eighty (180) days of the employee's last day of work, the designated beneficiary will receive a lump sum payment which equals the highest 12 consecutive months of salary during the 24 months preceding death, but no less than \$25,000 and no more than \$50,000.

## 6.12 Retirement Death Benefit

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

B. After one year of creditable service, the County provides a death benefit through the [Local Governmental Employees' Retirement System of North Carolina](#). If an employee dies while actively employed or within one hundred eighty (180) days of the employee's last day of work, the designated beneficiary will receive a single lump sum payment. The amount is equal to the employee's highest 12 months of salary during the 24 months preceding death, but no less than \$25,000 and no more than \$50,000.

## 6.13 LEO Separation Allowance

A. Applicability - this policy applies to:

	Yes				
Retired sworn law enforcement	✓				

B. The County provides, to qualified retiring sworn law enforcement officers, a separation allowance equal to eighty-five hundredths percent (0.85%) of the annual base rate of compensation multiplied by the officer's total creditable service. The allowance shall be paid in equal installments on a bi-weekly basis. To qualify for the allowance, the officer must meet the following conditions:

1. possess the power of arrest, have taken the law enforcement oath administered under the authority of the State of North Carolina, is certified as a law enforcement officer under the provisions of [NCGS 17C-2](#) or certified as a deputy sheriff under the provisions of [NCGS 17E-2](#), and has been employed in a sworn law enforcement position approved by the the County Board of Commissioners;
2. have completed 30 or more years of creditable service with the [North Carolina Local Government Employees' Retirement System for Local Law Enforcement Officers](#), or have attained 55 years of age and completed 5 or more years of creditable service; and
3. not attained 62 years of age; and
4. have completed a minimum of 5 years of continuous service as a law enforcement officer immediately preceding a service retirement. Any break in continuous service required by disability retirement shall not adversely affect an officer's qualification to receive the allowance, provided the officer returns to service within 45 days after the disability benefits cease and is otherwise qualified to

receive the allowance.

- C. Creditable service means the service for which credit is allowed under the retirement system, provided that at least fifty percent (50%) of the service is as a law enforcement officer.
- D. Payment to a retired officer shall cease at the first of:
1. the death of the officer;
  2. the last day of the month in which the officer attains 62 years of age; or
  3. the first day of re-employment by a local government employer in any capacity.
- E. However a local government employer may employ retired officers in a public safety position in a capacity not requiring participation in the [North Carolina Local Government Employees' Retirement System for Local Law Enforcement Officers](#), and by doing so shall not cause payment to cease to those officers.

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#### 6.14 401-K Supplemental Retirement

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary		Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. Upon successful completion of an initial probationary period, the County will contribute 3% of a full-time or part-time benefited employee's annual salary into the state and federal tax sheltered 401-k plan approved by the State of North Carolina. As required by state law, the County contributes 5% of the annual salary of a qualified sworn law enforcement officer on the first day of employment. A qualified sworn law enforcement officer is an employee who possesses the power of arrest, has taken the law enforcement oath administered under the authority of the state, is certified as a law enforcement officer under the provisions of [NCGS 17C-2](#) or certified as a deputy sheriff under the provisions of [NCGS 17E-2](#), and is employed in a sworn law enforcement position approved by the the County Commissioners.
- C. Employees may elect to contribute a portion of their salary through payroll deduction, not to exceed a maximum percentage of their annual salary as set by law. Upon termination of employment with the County, the employee may close the 401-k account and withdraw the funds or the account may be held in suspension until retirement age. Amounts withdrawn from the account are subject to ordinary income tax, and if taken before age 59½ may be subject to a federal income tax penalty and plan restrictions. Contributions to the fund may only be made through payroll deduction.

## 6.15 Cafeteria Plan

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board, County Commissioners	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. County employees participating in the Local Government Retirement System are eligible to participate in a flexible benefits program known as the Cafeteria Plan. Under the provisions of the plan an employee that elects to buy medical or dental insurance will do so with pre-tax dollars. This benefit also provides at the option of the employee, a pre-tax deduction from compensation to be held in reimbursement accounts for medical and dependent care expenses.

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## 6.16 Workers Compensation Insurance

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County participates in a workers compensation program at no cost to employees. In cases of certified injuries or illnesses arising out of employment, the County pays hospital and doctor bills with a weekly cash benefit if employees are disabled. To be certain that employees may qualify for workers compensation benefits, they must report any job-related injuries immediately to the Department Director and/or their designee. In turn, the Department Director and/or their designee shall file all applicable forms with the Risk Manager. The Risk Manager will assist employees and the Department Director and/or their designees in processing claims.
- C. Workers compensation payments are not made for the first seven calendar days of disability resulting from injury except as otherwise provided for by law. Compensation payments begin after the employee is out eight consecutive calendar days. Since there is no cash payment during the first seven calendar days of disability resulting from an injury, the County will permit employees to use accrued benefits such as sick leave, vacation leave, comp time, and floating holiday; however comp time and floating holiday accruals must be utilized prior to vacation leave. If the injury results in lost time of more than twenty-one (21) days, the employee will be paid for the first seven days at a rate

established under state law. Employees will not be permitted to draw an income in excess of his or her regular salary except for the first seven days of disability. In other words, employees will not be permitted to use sick leave, vacation leave, or other accrued leave when receiving workers compensation. While out on workers compensation, vacation and sick leave do not accrue.

- D. Employees who are out of work under the provisions of workers compensation are prohibited from engaging in any outside employment during the period of leave.
- E. If total disability exists, employees may have additional protection through Social Security and with vested interest in the Local Government Employees' Retirement System of North Carolina.

## 6.17 Social Security

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board, County Commissioners	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. In accordance with the Social Security Act, the County deducts the appropriate percentage on every dollar earned up to a maximum income designated by law. For every social security tax dollar that the government requires the County to take out of employees' pay, the County must also pay an equal amount.
- C. Benefits provided by social security include retirement income, disability income, survivor's benefits, and the Medicare Program. More information about social security benefits may be obtained through the local [Social Security Administration Office](#).

## 6.18 Service Awards

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. To express its appreciation to its valued employees, the County developed a policy of recognizing continued dedicated service through a program of service awards. The Service Awards Program recognizes employees' total County service in increments of

five years through retirement. The value of the award increases in proportion to years of service.

- C. To receive an award, individuals must be eligible and employed as of June 30th with the exception of retirees. Retirees will receive their service award post-retirement if they met the eligibility requirements as of June 30th of the year in which they retired. An employee who has been dismissed from employment will not receive a service award.

## 6.19 Employee Assistance Program

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County recognizes that a wide range of personal problems can affect an employee's job performance. These may include alcohol, and/or drug abuse, marital and family issues, or other problems, which cause stress or depression. The [Employee Assistance Program](#) has been established to help employees and their family members cope with personal problems, improve job performance, and to reduce costs. The program is designed to identify the problem at the earliest possible stage, motivate the employee to seek help, and to direct the employee to appropriate assistance. The County believes it is in the interest of the employee, the employee's family, and the County to provide service, which deals with such persistent problems.
- C. The EAP is a professional, confidential counseling service available to help employees and their family members resolve personal issues and problems before they affect health, family relationships, or job performance. Employees can talk to an EAP counselor about marital issues, financial issues, child or elder issues, problems with co-workers, balancing work and family responsibilities, alcohol or drug abuse, or dealing with the every day stresses in their life. Sessions with EAP counselors are a free service provided by the County. Sometimes, additional counseling or treatment may be required. The EAP counselor can help determine if extended services are needed or whether a referral is necessary.
- D. Client services include 24-hour crisis intervention, assessment, brief problem resolution, referral, and follow-up. Other direct services are management training, manager consultation, employee brochures, and employee posters. Services are free and available to employees and family members in the employee's household.
- E. When employees experience personal problems they should seek assistance from the EAP. Job security will not be jeopardized as a consequence of seeking EAP services, except where mandated by law. However employees who use the EAP are expected to adhere to job performance requirements and rules. With the approval of the Human Resources Director, a supervisor may make a mandatory referral to the EAP.

## 6.20 Employee Wellness Program

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. Wellness is important in the performance of job functions and enhances quality of life. The County adopted a [Wellness Program](#) to promote a healthy lifestyle to include not using tobacco products, eating nutritiously, and participating in moderate physical activity. A Wellness Committee, comprised of County employees, coordinates County activities to promote wellness. To promote physical fitness, payroll deductions are available for several local fitness centers.
- C. Benefited County employees receive an overview of the Wellness Program in new employee orientation. To maintain employee confidentiality, the County contracts with a third-party wellness Provider to manage compliance with the Wellness Program requirements. Participants in the program complete an online Health Risk Assessment and a biometric screening annually. Employees who have had an annual physical within the past 90 days may submit their results to the wellness provider utilizing the approved reporting method. Employees are assessed a base premium for their individual health insurance coverage. However this base premium is waived for those who participate in the wellness program.
- D. In order to alleviate sickness in the winter season, free flu shots are offered to employees enrolled in the County health plan each year at the Health Department.

## 6.21 Personal Liability Coverage

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County expects its employees and officers to perform their duties in an orderly, reasonable and prudent manner, and within the scope and course of their employment. The Board of Commissioners realizes allegations will be made at times that certain employees or officers have failed to perform their duties in such a manner. The County Manager shall keep the Board informed of such contentions.



- C. After determining that an employee or officer has acted in accordance with County policy, the Board shall take one of the following actions:
1. provide the employee or officer with legal counsel;
  2. compromise and pay any such claims.
- D. Adoption of this policy shall not be deemed an assumption of liability for payment of claims or judgments in excess of any funds established and budgeted by the Board of Commissioners for payment of claims or judgments. This policy shall not be construed to waive the defense of governmental immunity or any other defense available to the County or any officer or employee.
- E. Employees may be personally liable for actions and decisions made in the course and scope of their employment in the event of:
1. fraud, corruption or actual malice; or
  2. the employee acts or fails to act as a result of his/her self-indulgence substantially impairing his/her judgment; or
  3. the employee acts or fails to act, except in emergencies or the existence of extenuating circumstances, directly contrary to instructions from his/her supervisor or directly contrary to the County Attorney; or
  4. the employee acts or fails to act in such a manner as to constitute a criminal act, i.e., misappropriation of property or money.
- F. The County Manager or his designee, with the advice of the County Attorney, is empowered to determine whether a claim or suit filed against an employee meets the requirements for defense indemnification.

## 6.22 Uniforms/Clothing Allowance

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Certain County employees will be provided with uniforms or a clothing allowance. Uniform distribution is determined annually at budget time by the Board of County Commissioners. Questions concerning uniform distribution should be discussed with the appropriate Department Director and/or their designee.

## Section 7 – Leave of Absence

## 7.1 Family Medical Leave (FMLA)

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

### B. Employees who have worked at least twelve (12) months for The County and 1,250 hours in the past year are entitled to twelve (12) weeks of job-protected leave within a period of a year whether paid or unpaid for one or more of the following:

1. birth of a child (sick leave may be used for the actual disability period of childbirth. Sick leave may also be granted for the parents during the period of hospitalization of the mother or child);
2. placement of a child for adoption or foster care;
3. caring for a spouse, child, or parent with a serious health condition (sick leave may be used) with written doctor certification. Also included are individuals who stood in loco parentis to the employee when the employee was a child and to children to which the employee stands in loco parentis;
4. the serious health condition of the employee (sick leave may be used) with written doctor certification; or
5. 26 weeks for Military Caregiver Leave.

### C. A serious health condition is defined as inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a doctor of medicine or osteopathy. The employee is required to produce a doctor's certification of these serious health conditions.

### D. The most common serious health conditions that qualify for FMLA leave are:

1. conditions requiring an overnight stay in a hospital or other medical care facility;
2. conditions that incapacitate the employee or their family member (i.e. unable to work or attend school) for more than three (3) consecutive days and have ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication);
3. chronic conditions that cause occasional periods when an employee or their family member is incapacitated and requires treatment by a health care provider at least twice a year; or
4. pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).

### E. The FMLA eligibility period will be calculated on a calendar-year basis.

### F. Employees who utilize leave under this law will return to their same job or a job with equivalent status and pay. In addition, the County will continue the employee's health benefits during the leave period (12 weeks) at the same level and conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the County may recover from the employee the premium that the County paid for the employee's health coverage. The

employee may continue the group family coverage by paying the premium to Human Resources by the first day of the month prior to the month for which payment is being made.

- G. Under the act, an employee may take the twelve weeks of leave intermittently (take a day periodically when needed) or use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. The Department Director and/or their designee and the employee must agree on these variations if the employee is taking leave for the birth, adoption, or foster care of a child. However for leave relating to a serious health condition, the employee will be allowed to take intermittent leave or work a reduced schedule.
- H. Employees will be required to deplete their earned vacation, sick leave, floating holiday, and comp time during FMLA before going on unpaid leave. If employees have accrued paid leave for less than twelve weeks, they may take the rest as unpaid leave to supplement the paid leave (sick leave shall be utilized for the actual illness or disability based on the doctor's certification). Paid leave used for FMLA purposes is counted toward the 12 weeks of leave.
- I. When an employee plans to utilize leave under this law, the employee is required to provide the supervisor with a thirty-days notice or, if this is not possible, as much notice as is practical. An individual undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the County's operations. It is the responsibility of the employee's supervisor to begin the process of placing the employee on leave. When the supervisor becomes aware of the employee's reason for absence is a serious medical condition of the employee or the employee's spouse, child, or parent, the following should occur:
  - 1. the supervisor will immediately notify the Department Director and/or their designee;
  - 2. the Department Director and/or their designee will notify Human Resources which will begin the process of determining whether the absence qualifies as FMLA;
  - 3. if the employee qualifies for FMLA, Human Resources will inform the employee, the Department Director and/or their designee, and the Finance Department of the effective date of the leave.
- J. An employee who is approved for FMLA for a personal illness or injury will not be permitted to return to work without a Fitness for Duty Certification and Notice of Intent to Return to Work Form completed by their physician.
- K. An employee who does not return to work within three working days after their FMLA expires will be considered to have resigned his/her position. Special consideration may be given for additional leave beyond the twelve weeks and authorized by the Human Resources Director. Authorization will be dependent upon the employee's leave balance and the current needs of the department.
- L. Employees who are out of work under the provisions of the Family Medical Leave Act (FMLA), workers compensation, or leave-without-pay for sick leave purposes are prohibited from engaging in any outside employment during the period of leave.

## 7.2 ADA Leave

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. There may be times when, after exhausting FMLA if applicable, and employee may need an additional leave of absence while recovering from a qualified disability. Under the Americans with Disabilities Act, additional leave be granted as an accommodation if deemed reasonable. Employees in this situation should contact Human Resources to see if this option is applicable.
- C. Pregnancy, miscarriage, childbirth and recovery will be considered by the County as temporary physical disabilities under the County's leave program. Employees who are pregnant will not be required to discontinue work except at such time as is specified by their personal physicians.

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## 7.3 Civil Leave

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

### B. Witness Leave

Leave with pay is provided to full-time and part-time benefitted employees when serving on a jury or when subpoenaed as a witness. It is the responsibility of the employee to inform the supervisor when the duty is scheduled and the expected duration.

### C. Jury Duty Leave

1. Employees required to attend jury duty must provide their supervisors with pertinent information regarding their calls, including the date for reporting and the court of jurisdiction.
2. Time spent serving on jury duty during regularly scheduled work shall be with pay and without charge to accrued leave. Employees are expected to return to work if released from jury duty to the end of the scheduled workday, unless impractical and excused from returning to work by your supervisor.
3. Employees are entitled to fees received from jury duty. If jury duty occurs on a

scheduled day off, the employee is not entitled to additional time off. Time spent on jury duty is not included in total hours worked per week for overtime purposes.

4. The County Manager will not seek to have employees excused from jury duty unless their job duties cannot be temporarily delegated to someone else and their absence would adversely affect the services rendered. The decision to ask that the employee be excused from jury duty for work related reasons will be based on a written request from the Department Director and/or their designee and will be approved by the County Manager. Requests for excuses will then be forwarded to the appropriate court for its approval.

**D. Job-Related Civil Leave**

1. When an employee attends court in connection with official duties, no leave is required.
2. Fees received as a witness while serving in an official capacity shall be turned in to the Finance Department. If court is on a day that would normally be an off day, the time is to be considered as working time and included in the total hours worked per week.

**E. Court Attendance**

When an employee is subpoenaed or directed by proper authority to appear as a witness, civil leave with pay shall be granted. Any fees received shall be retained. An employee who is a party (plaintiff or defendant) in a court procedure is not considered a witness and therefore, the appropriate accrued leave must be used for the purpose of attending court.

## 7.4 Military Leave

**A. Applicability - this policy applies to:**

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. The County complies with the provisions of the [Uniformed Services Employment and Re-employment Rights Act \(USERRA\) of 1994](#), which protects employees in the U.S. Military including the Armed Forces and Reserve Components (Army, Navy, Air Force, Marine Corps, Coast Guard, Army National Guard, and Air National Guard). No employee of the County or applicant for County employment shall be discriminated against because of their membership, application for membership, performance of service, application for service or obligation for service in the Uniformed Services.
- C. Full-time and part-time benefited employees will be eligible for eighty (80) hours of paid leave each calendar year to fulfill military active duty training. Leave will be pro-rated for part-time benefited employees. If additional military leave is needed, the employee may elect to use accrued vacation leave, sick leave and other types of accrued leave or be placed on leave without pay. Employees on military leave are not required to take

accumulated leave credits before being placed in a leave without pay status. Employees may continue their dependent health insurance by paying the employee premium for such coverage.

- D. Employees must provide notice that they intend to leave employment in order to perform military service. Although not required by USERRA, it is recommended that an employee provide 30-days notice prior to departure for uniformed service when it is feasible to do so. If the employee is covered under the health plan, the employee will be entitled to elect continuing coverage for himself/herself and dependents for a period of 24 months.
- E. Employees who take extended leave or leave County employment for active duty military service may be reinstated to the same position or one of like status in accordance with the time limits set by USERRA. In order to qualify for reinstatement, the former employee must be discharged or separated under honorable conditions. Employees who seek reinstatement after active duty military service will be subject to any disciplinary actions that were pending prior to their departure for military service.
- F. Employees who are called for “active duty” have re-employment rights if they:
  - 1. give advance notice either verbally or in writing;
  - 2. are absent for five (5) years or less;
  - 3. separate from military service under honorable conditions; and
  - 4. report for re-employment in a timely manner as defined under USERRA.
- G. To be eligible for protection under USERRA, the service member must report back to work or apply for re-employment within the following guidelines:
  - 1. for one (1) to thirty (30) days of service, report to work no later than the beginning of the first full regularly scheduled work period on the first full calendar day after safe travel and eight (8) hours of rest;
  - 2. for thirty one (31) to one hundred eighty (180) days of service, apply within fourteen (14) days after completion of service;
  - 3. for one hundred eighty one (181) or more days of service, apply within ninety (90) days after completion of service.
- H. If the period of service exceeds thirty (30) days, the employee must submit an application for re-employment and provide documentation to establish that:
  - 1. the re-employment application is timely;
  - 2. the employee has not exceeded the total time limit of five (5) years of military service; and
  - 3. the employee’s separation from service was not under any other than honorable conditions.
- I. The County will re-employ employees meeting the above criteria in the same position or one of like status with the same seniority rights, status, benefits, and pay rate had they not been on military leave. When the employee is considered to be separated from employment rather than on a leave of absence and meets the criteria for re-employment rights, the employee will be deemed to have been on furlough or an unpaid military leave of absence and employee benefits will be reinstated as follows:
  - 1. health insurance coverage will be effective with no waiting period or pre-existing conditions;
  - 2. service credits in the Local Government Retirement System and 401K Supplemental Retirement will include benefits that would have accrued during



- 3. accrual rate for vacation leave will be treated as if there was no break in service;
  - 4. any unused accrued sick leave will be included in available balance; and
  - 5. service awards and any other types of longevity benefits will be awarded as if there was no break in service.
- J. In addition, USERRA gives employees who have served in the military limited protection from termination for a period following their return to work except for just cause. These stipulations include:
  - 1. if the employee was away for more than thirty (30) days but less than one hundred eighty one (181) days, they cannot be terminated for eighty (80) days after the date of re-employment except for just cause;
  - 2. if the employee was away for more than one hundred eighty (180) days, they cannot be terminated from employment for a period of one (1) year after the date of re-employment except for just cause.

## 7.5 Service Member Family Leave

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. The [National Defense Authorization Act](#) was signed into law January 28, 2008. Section 585(a) of the NDAA amended the FMLA to provide eligible employees working for covered employers two important new leave rights related to military service:
1. **Qualifying Exigency Leave**  
Eligible employees are entitled to up to twelve (12) weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status in the Armed Forces.
  2. **Military Caregiver Leave**  
An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member or veteran who is recovering from a serious illness or injury sustained in the line of duty or was aggravated while on active duty is entitled to twenty-six (26) weeks of leave in a single twelve month period to care for the service member/veteran. The military caregiver leave is available during “a single twelve-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

## 7.6 Funeral Leave

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

B. When death occurs to a member of an employee's immediate family, the employee shall be granted necessary time off for the purpose of attending the funeral. The employee may use accumulated sick leave (maximum 5 days). If an employee has no sick leave accrued, the employee must use accrued non-exempt comp and floating holiday time before utilizing vacation leave.

### C. Funeral leave will be granted for:

1. members of an employee's immediate family; limited to the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, individuals who stood in loco parentis to the employee when the employee was a child and a child in which the employee stands in loco parentis. Also included are the step, half, and in-law relationships.

D. The Department Director and/or their designee or supervisor may require reasonable proof of the employee's eligibility, including a copy of the obituary notice and/or proof of his/her relationship to the deceased.

E. Funeral leave will not be granted for any day that the employee is not scheduled to work.

F. Whenever feasible, the employee should give prior notification to his/her supervisor in order to allow for necessary adjustment of work schedules to cover for his/her absence.

G. With the approval of the Human Resources Director, additional sick time may be granted for a death in the immediate family.

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## 7.7 Shared Leave

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

B. The purpose of this policy is to provide employees an opportunity to assist fellow employees affected by a catastrophic illness that requires absences from work for a prolonged period of time. Some prolonged medical conditions cause employees to

exhaust all available leave and as a result, be placed on leave without pay status. It is recognized that employees who are faced with this situation could be without income at a critical time in their work life. The Shared Leave Program allows fellow employees to donate some of their earned annual leave to help provide assistance to employees in need.

C. Definitions

1. Recipient: the employee who receives the donated leave.
2. Donor: employee who donates leave.
3. Prolonged Medical Condition: a medical condition that requires the employee's absence from work for a minimum of twenty (20) consecutive workdays. Only the recipient's medical condition qualifies the employee to participate, not spouse, children, or other relatives.
4. Catastrophic Illness: a life threatening medical condition.

D. Qualified Leave

1. An employee may donate only vacation leave to an employee who has requested and been approved to receive shared leave because of the employee's own medical condition that will require absence from work for a prolonged period of time.
2. Sick leave may be transferred between two employees who are husband and wife on a specific designation basis.
3. The minimum donation will be four (4) hours of vacation and a maximum donation of up to an amount that would not drop the donor's vacation balance below eighty (80) hours.
4. An employee may not intimidate, threaten, coerce, or attempt to intimidate, threaten or coerce any other employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving, or using leave under this program. Such action shall be grounds for disciplinary action up to and including dismissal on the basis of personal conduct in accordance with policy [10.4 Employee Discipline](#).

E. Eligibility

1. In order to receive voluntary shared leave, an employee must meet the following standards:
  - a) must be a regular full-time or part-time benefited employee with two (2) years of consecutive service with the County;
  - b) have a catastrophic illness that requires the employee's absence for at least twenty (20) consecutive workdays;
  - c) complete a request to receive voluntary shared leave and be approved;
  - d) produce medical evidence from the treating physician documenting the need for leave and the period of absence (FMLA Certification);
  - e) all applicable leave balances must be near exhaustion including vacation, sick, personal, floating holiday and comp time;
  - f) must have received a satisfactory employee performance appraisal at his/her last evaluation and performance has continued to be satisfactory;
  - g) must have responsibly managed earned leave during past years of service.

- F. There is no guarantee that one who qualifies for shared leave will receive any leave. There must be a balance of leave in the "Shared Leave Bank" or designated leave must be given by donors.

- G. Employees on workers compensation or short-term disability are not eligible. Pregnancy, elective surgery, and short-term or sporadic conditions or illnesses do not qualify as a covered medical condition.
- H. Application Procedure
1. A prospective recipient must request leave through the “Shared Leave Program” in writing by completing the Shared Leave Request Form with the physician’s medical certification of the need for leave and the period of absence.
  2. The employee may sign a release in order to inform the other departments and employees of the need for leave.
  3. The request for leave must be reviewed and approved by the Department Director and/or their designee, the Human Resources Director, and the County Manager.
  4. The prospective recipient must have responsibly managed his/her earned leave during the past two years and must have received a satisfactory performance appraisal.
  5. An employee may not file a grievance/appeal if his/her request to receive donations is denied.
- I. Once a Shared Leave Request Form has been approved, Human Resources will advise County employees about the request, releasing only the information authorized by the employee including name and medical condition.
- J. The maximum amount of shared leave a recipient may receive is twelve (12) weeks based on the employee’s normal workweek. Extension can be made to a maximum of sixteen (16) weeks of shared leave with adequate justification and approval of the County Manager. Shared Leave and FMLA leave run concurrently. Shared Leave is not intended to extend an employee’s twelve (12) weeks of FMLA eligibility. Transfer of leave hours will be on a pro-rated basis according to the pay rate of the donor and recipient. Leave hours shall be credited to the recipient’s sick leave balance as needed and deducted from the donor’s leave account immediately.
- K. The donor must complete a Shared Leave Donation Form and submit it to Human Resources. All donations are confidential. Shared leave hours will be available to the employee after all of their paid leave accruals have been exhausted. While using voluntary shared leave, the employee continues to earn leave, holidays, and benefits under the County’s health insurance plan. Any donated leave is taxable to the recipient. The dollar amount of donated leave taken will be added to the recipient’s W-2 as income.
- L. Shared Leave Bank
1. A “Shared Leave Bank” will be established for use in this program. Leave in this bank will be used to carry out the Shared Leave Program and accepted based on a current employee’s need. Any donated leave that is not used by the recipient will remain in the “bank” for future use by employees in need. Donated leave will not be accepted into the “bank” when there is no current employee need.
  2. Transfers of vacation leave into the “Shared Leave Bank” will be deposited based upon the donor’s rate of pay and withdrawn and transferred based upon the recipient’s rate of pay.
- M. Human Resources shall establish a system of leave accountability which provides a clear and accurate record for financial and management audit purposes. The record will account for leave donations and recipient use. Donations are voluntary and direct solicitation of employees is not permitted. Leave donated will be credited to the

recipient's sick leave balance as needed and deducted from the donor's vacation leave immediately. Once leave is donated, it cannot be returned to the donor.

N. Leave donated shall be:

1. kept confidential. Only individual employees may reveal their donation or receipt of leave, and
2. credited to the recipient's sick leave account for use on a current basis.

O. Any shared leave not used by the designated recipient will be transferred to the "Shared Leave Bank". If the recipient separates from employment due to resignation, death, or retirement, participation in the program ends.

P. Certificates of Appreciation will be sent to each donor with the number of hours donated to the "Shared Leave Program."

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## 7.8 Paid Administrative Leave

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. An employee may be placed on administrative leave with pay only:

1. to investigate allegations or conduct deficiencies that would constitute just cause for disciplinary action;
2. to provide time within which to schedule and conduct a pre-disciplinary conference;
3. to avoid disruption of the workplace and/or to protect the safety of persons or property; including but not limited to the receipt of a physical or psychological fitness for duty examination.

C. The Human Resources Director or the County Manager must approve a request for an employee to be placed on paid administrative leave.

D. A paid administrative leave may last no more than thirty (30) calendar days without prior approval of extension from the County Manager. If no action has been taken by the end of the thirty (30) day period and no further extension has been approved, the Department Director and/or their designee must either take appropriate disciplinary action on the basis of the findings upon investigation or return the employee to active status.

E. Under no circumstance is it permissible to use paid administrative leave for the purpose of delaying an administrative decision on an employee's work status pending the resolution of a civil or criminal court matter involving the employee.

F. Investigatory suspension with pay is not eligible for a grievance or appeal because this type of suspension is not punitive for the employee.

## 7.9 Payment While on Approved Leave

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

### B. The following rules shall apply to an employee who is on an approved leave of absence:

1. except for leave resulting from an approved workers compensation injury or call to active military service, an employee must use comp time and then any accrued vacation and floating holiday time prior to being placed on approved leave without pay status. For leave related to illness, all accrued sick leave must be used first, then comp time, then vacation time and floating holiday time prior to beginning leave without pay.
2. Accrual of vacation and sick leave while on approved leave without pay will be pro-rated based upon the number of hours worked and/or paid leave used during the pay period.
3. Failure to return from approved leave after its expiration date shall be considered a “voluntary resignation”.
4. If an employee who is on approved leave without pay decides to terminate employment, a letter of resignation is requested.
5. While on approved leave without pay, the employee may continue coverage under the County's health insurance program by paying the full premium cost plus any administrative fees.
6. Retirement will stay intact until employees exercise their option to withdraw their funds or return to the job. Employees must terminate their positions before they are eligible to withdraw retirement funds.
7. In certain situations, an employee may run out of available leave balances while on an approved leave. In these situations, the employee should speak with Human Resources to discuss eligibility for shared leave if applicable. If no leave payment is available, the employee may go into an approved dock-pay status through the remainder of the leave of absence,
8. The length of the leave will be determined by the circumstances surrounding the situation and each case will be considered on its own merit. However leave without pay normally shall not exceed six (6) months.

## 7.10 Health Insurance Payments While on Leave

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

- B. Employees on leave of absence other than Family and Medical Leave may continue their health care benefits by paying the premium to Human Resources. The employee may continue the group coverage by paying the individual premium as well as the dependent coverage, if applicable. Payments must be submitted to Human Resources by the first day of the month for which payment is being made.
- C. If employees wish to avoid any delay of coverage for the health insurance, they may exercise their option to pay the premium in advance. Questions and all the information required to continue insurance coverage will be provided by Human Resources.

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## 7.11 Returning from Leave

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Any employee returning from a leave related to any type of medical injury or condition will be required to submit certification from their physician authorizing them to return to work, with or without restrictions. The employee may not be able to report to their position unless the department has received clearance from Human Resources.
- C. There may be times where an employee wishes to return from leave, yet they are restricted from performing some of their assigned duties. Modifications to the duties of an employee's position may be considered as follows:
1. Returning from a Work-Related Injury
    - a) Light duty is only available for employees on workers compensation who have suffered a work-related injury. Light-duty assignments are not guaranteed. These assignments are subject to availability depending upon the needs of the department and the restrictions of the employee. Light duty is defined as temporary work assignments within the worker's physical abilities, knowledge, and skills which allow the employee to



return to work performing different duties until the employee is able to return to his/her original position. Light duty assignments are temporary assignments only; they are not vacant or permanent positions under any circumstances. Employees who need to request a light-duty assignment shall contact the Risk Manager.

- b) If at any point an employee is medically determined to have sustained permanent restrictions as a result of a work-related injury, the County will review the employee's situation with the workers compensation insurance company separately to determine the appropriate steps to be taken, if any.

2. Returning From a Medical or ADA Leave

- a) Employees returning from Medical or ADA leave must provide a return to work certification indicating if there are restrictions.
- b) Employees may be able to return to work from a medical or ADA leave with accommodations if restrictions are present and if the accommodations requested are deemed applicable and reasonable under the Americans with Disabilities Act (ADA). They must be able to perform the essential functions of their job with adjustments/modifications as to the methods or procedures of how the job is performed. Employees who need reasonable accommodations to return shall contact Human Resources.

D. If at any point an employee is determined to be unable to return and perform the essential functions of their position, the County will review the employee's situation separately to determine the appropriate steps to be taken under the Americans with Disabilities Act (ADA) if applicable.

E. An employee may be dismissed when the employee and County are unable to reach agreement on a return to work arrangement that meets both the needs of the County and the employee's condition when:

- 1. the employee remains unavailable for work after all applicable leave credits and leave benefits have been exhausted and the County does not grant leave without pay, if the employee is unable to return to all of the position's essential duties as set forth in the employee's job description or designated work schedule due to a medical condition or the vagueness of a medical prognosis; or
- 2. notwithstanding any unexhausted applicable leave credits and leave benefits, the employee is unable to return to all of the position's essential duties as set forth in the employee's job description or designated work schedule due to a court order, due to a loss of required credentials, due to a loss of other required certification, or due to other extenuating circumstances that renders the employee unable to perform the position's essential duties as set forth in the employee's job description or designated work schedule; or
- 3. notwithstanding any unexhausted applicable leave credits and leave benefits, when an employee is on workers' compensation leave of absence, and the employee is unable to return to all of the position's essential duties as set forth in the employee's job description or designated work schedule due to a medical condition or the vagueness of a medical prognosis, a dismissal may occur on the earliest of the following dates:
  - a) after the employee has reached maximum medical improvement for the work-related injury for which the employee is on workers' compensation

- leave of absence and the County is unable to accommodate the employee's permanent work restrictions related to such injury; or
- b) twelve (12) months after the date of the employee's work-related injury.

## 7.12 Requesting an ADA Accommodation

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Employees are expected to perform all essential functions of their assigned position, with or without reasonable accommodations.
- C. Employees with disabilities may contact Human Resources if they wish to request a reasonable accommodation.

## Section 8 – Personnel Records

## 8.1 Employee Data Changes

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. If employees have a change of address, telephone number, marital status, or change in number of dependents, they can make these changes through Munis Employee Self-Service (ESS).
- C. A change in marital status or number of dependents may require the employee to complete new federal and state withholding forms so that the appropriate amount of tax will be withheld from that employee's paycheck.
- D. Any change in name requires the employee to secure a new social security card and driver's license and to present it to Human Resources.

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## 8.2 Privacy of Personnel File Information

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The official employee personnel files are maintained in Human Resources and are considered confidential in accordance with the requirements of [North Carolina G.S. 153A-98](#). It is the policy of the County not to release personal and/or confidential information without prior written consent from the employee unless otherwise directed by law. Personnel files are to be reviewed in Human Resources and are not to be taken outside of Human Resources. An employee of Human Resources shall be present while the file is being reviewed.
- C. Requests for information on current or former employees should be directed to Human Resources for response. Human Resources will provide the requesting party information considered as public information according to the N.C. General Statutes 153A-98 including dates of employment, job title, department, and salary. Requests from a prospective employer for information regarding whether a former employee is recommended for rehire must be accompanied by a signed release form from the former employee.

- D. As required by North Carolina G.S. 153A-98, any person may have access to the information listed below for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Board of County Commissioners may have adopted. The following information with respect to each County employee (including former County employees) is a matter of public record:
1. name;
  2. age;
  3. date of original employment or appointment to County service;
  4. the terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the County has the written contract or a record of the oral contract in its possession;
  5. current position;
  6. title;
  7. current salary;
  8. date and amount of each increase or decrease in salary with the County;
  9. date and type of each promotion, demotion, transfer, suspension, separation or other change in position classification with the County;
  10. date and general description of the reasons for each promotion with the County;
  11. date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the County. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the County setting forth the specific acts or omissions that are the basis for the dismissal; and
  12. the office to which the employee is currently assigned.
- E. All information contained in a County employee's personnel file, other than the public information as listed above, is confidential and shall be open to inspection only in the following instances:
1. the employee may examine all portions of his personnel file except (1) letters of reference solicited prior to employment, and (2) information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his patient. A licensed physician designated in writing by the employee may examine the employee's medical record;
  2. a County employee having supervisory authority over the employee may examine all material in the employee's personnel file;
  3. by order of a court of competent jurisdiction;
  4. an official of an agency of the state or federal government, or any political subdivision, may inspect any portion of a personnel file when such inspection is deemed by the Human Resources Director or his/her designee to be necessary and essential to the pursuance of a proper function of the inspecting agency;
  5. an employee may sign a written release, to be placed with his/her personnel file, that permits the Human Resources Director or his/her designee to provide, either in person, by telephone, or by mail, information not designated as public record and specified in the release to prospective employers, educational institutions, or other persons specified in the release; or
  6. The County Manager, with concurrence of the Board of County Commissioners, may inform any person of the employment or non-employment, promotion,

demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a County employee and the reasons for that personnel action. Before releasing the information, the County Manager or Board of Commissioner shall determine in writing that the release is essential to maintaining public confidence in the administration of County services or to maintaining the level and quality of County services. This written determination shall be retained by the Clerk to the Board, is a record available for public inspection, and shall become part of the employee's personnel file.

### 8.3 Objection to Documents in Personnel File

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Materials in the employee's personnel file may not be removed with the exception of payroll deduction forms, benefit forms, or other administrative documents which are superseded or obsolete and no longer have any administrative value. Information retained in employee personnel files complies with the [North Carolina Department of Cultural Resources' Records Retention and Disposition Schedule](#) in accordance with the provisions of Chapter [121](#) and [132](#) of the North Carolina General Statutes.
- C. Disciplinary actions may not be removed and are considered as permanent documents in the employee's personnel file. An employee who objects to materials in his/her personnel file that he/she may feel is misleading or inaccurate may place a statement related to the materials in the file.

## Section 9 - Employee Performance Expectations



## 9.1 Attendance

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

### B. Established Departmental Operating Hours

It is the policy of the County to establish normal departmental operating hours. This is the only way citizens can be assured access to all County services. With the exception of twenty-four (24) hour operations and those departments which are open on weekends and holidays, the normal office hours are from 8:00 a.m. to 5:00 p.m. Where the activities of a particular department permit other schedules, the Department Director and/or their designee may request and have approved by the County Manager, deviations from the norm.

### C. Established Employee Working Schedules

1. Every employee, both non-exempt and exempt, shall have an established working schedule based on departmental needs as determined by the Department Director.
2. The normal workday for all full-time employees shall consist of eight (8) working hours plus a meal period. The normal workweek for full-time employees shall consist of forty (40) hours.
3. Employees are expected to adhere to their established working schedule and understand that unscheduled absences are detrimental to County operations and diminish the level of service provided to the citizens of the County.
4. The Department Director and/or their designee may, at their sole discretion, allow an employee to deviate from their established working schedule. However no employee shall make these requests on a regular basis. For example, employees do not have an automatic right to come to work early and leave early, to work through an established meal period and leave work early, or to leave early and then complete work from home without the approval of the Department Director and/or their designee.
5. It shall be at the sole discretion of the Department Director and/or their designee to approve a request to make up time, and this should not be requested by an employee on a regular basis.
6. Employees are required to obtain prior approval from their Department Director and/or their designee prior to working overtime.

### D. Meal Periods and Breaks

#### 1. Meal Periods

- a) The normal meal period for full-time employees is usually one (1) hour but may vary from department to department. The length of meal periods for full-time employees should be at least thirty (30) minutes and should occur approximately half-way through the employee's workday. The time

and length of meal periods is at the sole discretion of the Department Director and/or their designee and shall be based on the needs of the department.

b) Employees are to be fully relieved of duty during the meal period.

2. Breaks

a) When the workload permits, the County allows for two ten (10) minute work breaks daily. The work break is not an employee right under State law.

b) Breaks are considered as time worked.

c) Break time may not be accumulated.

d) Pay will not be made in lieu of break periods.

E. Assigned Working Locations

1. A Department Director and/or their designee may assign employees to work at any location depending upon the needs of the department. This shall include changing of assigned office space(s) or reporting location(s).

2. Remote Work

a) No employee at the County is authorized to have remote working schedules (either full-time or part-time) on an on-going basis without the approval of the County Manager; or unless approved as an accommodation or leave of absence.

b) A Department Director and/or their designee may, at their sole discretion, authorize an employee to work remotely for a period of no more than five (5) working days for extenuating circumstances without the approval of the County Manager. Some examples of extenuating circumstances include, but but are not limited to:

1) sudden illness of an immediate family member where an employee may be home for the day, yet otherwise available to perform work;

2) a personal emergency such as transportation issues where an employee is stranded at home, yet otherwise available to work;

3) a personal reason that otherwise cannot be accomplished during normal working hours (for example: while waiting for a home utility repair);

4) a purpose deemed necessary to continue County operations such as authorizing key personnel to work from home during an inclement weather closure.

c) It is understood that certain positions at the County do not allow for the employee to work remotely due to the nature of their job responsibilities. For example, an employee assigned to greet and process clients at a help desk would not be able to complete those duties remotely. Therefore there are certain positions whereby requests to work remotely, even for short periods of time, may be declined.

F. Requesting Time Off

1. A Department Director and/or their designee is authorized to develop internal procedures for requesting time off of work and reporting absences.

2. Depending upon departmental operations, staff workloads, and staff availability at certain times of the year, a Department Director and/or their designee may deny leave requests in order to maintain adequate staffing, departmental operations, and

continuity of County services.

3. Employees are responsible for following their departmental procedures for requesting time off and recording absences. Requests for time off must be requested as far in advance as possible consistent with County and departmental policies and applicable law. It is the employee's responsibility to request leave, submit appropriate documentation, and verify the request has been approved.

#### G. Unscheduled Absences

1. Unscheduled absences are defined as failure to report to work on a scheduled workday, or not working the entire workday due to tardiness or leaving early, without a written and approved time off request or without an approved leave of absence.
2. Unscheduled absences due to a sudden illness require the use of sick time (unless the employee is on an approved leave of absence) in accordance with [6.3 Sick Time](#). Employees may not use vacation or compensatory time for this purpose.
3. Unscheduled absences for personal emergencies:
  - a) shall only be paid when unscheduled absences are not excessive and only with approval of the Department Director and/or their designee. If payment is approved, the employee shall use time in the following order:
    - 1) compensatory time; then
    - 2) floating holiday; then
    - 3) vacation time.
  - b) Sick time shall not be used for personal emergencies.
4. With the approval of the Human Resources Director, employees may be disciplined and have their pay docked for unscheduled absences (even when leave time is available and even when a doctor's note is provided) whenever such absences become excessive. Excessive absenteeism includes but is not limited to:
  - a) any unscheduled absence (regardless of number) that causes a disruption to departmental operations;
  - b) frequent unscheduled absences due to sudden illness without an approved leave of absence;
  - c) frequent unscheduled absences for personal emergencies;
  - d) unscheduled absences the day before or after a scheduled holiday, vacation, or personal day;
  - e) unscheduled absences on a desirable day off, a specific day of the week, a weekend, or while on-call;
  - f) unscheduled absences on a specific or unique workday, including in order to avoid an assignment or training;
  - g) unscheduled absences on a day that was previously requested off and denied;
  - h) unscheduled absences after a disagreement with a supervisor, co-worker, disciplinary action, or any other disagreeable action or situation;
  - i) depletion of available leave balances. Employees are expected to maintain adequate leave balances to cover any unplanned absences that may occur; or
  - j) frequent tardiness to work or returning from meal periods/breaks.

#### H. Position Abandonment

An employees who is absent for three (3) consecutive days without notification will be deemed to have voluntarily resigned their position because they are unavailable for continued employment and will be terminated accordingly.

## 9.2 Respectful Workplace

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the policy of The County to maintain a professional and respectful work and public service environment. The County will not tolerate disrespectful behavior by or towards any employee or other individual. This policy provides for fostering a workplace which values diversity, personal dignity, courteous conduct, mutual respect, fairness and equality, and positive communication between people.
- C. Disrespectful behavior, includes but is not limited to offensive and inappropriate remarks, gestures, material and behavior, grouping or isolating, yelling, belittling, aggressive or patronizing behavior, bullying, embarrassing or humiliating behavior, covert behavior such as undermining or underhandedness.
- D. Disrespectful behavior related to a protected status shall be addressed through policy [9.3 Reporting Discrimination, Harassment, and Retaliation](#).
- E. Supervisors and managers are responsible to immediately act upon any situation involving disrespectful behavior and will manage the situation towards a resolution between the parties if possible, with a view to correcting behavior and preserving long-term working relationships. .
- F. Any employee found to have acted in violation of this policy shall be subject to disciplinary action up to and including dismissal in accordance with policy [10.4 Employee Discipline](#).

### 9.3 Reporting Discrimination, Harassment, and Retaliation

#### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the policy of the County to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, political affiliation, veteran status or any other characteristic protected by law. The County prohibits any such discrimination or harassment.
- C. The County encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of The County to promptly and thoroughly investigate such reports. The County prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.
- D. Any employee who receives a complaint or witnesses an act of harassment has a responsibility to convey that complaint or incident to their supervisor, Department Director and/or their designee, or the Human Resources Director within one (1) business day regardless of the alleged victim's desire that the matter not be reported.
- E. Any employee who is found to have harassed another employee, to have failed to report an observed or reported act of harassment, or to have engaged in retaliation against an employee who has made a complaint of harassment or who has participated in an investigation of a complaint of harassment shall be subject to disciplinary action; up to and including dismissal in accordance with policy [10.4 Employee Discipline](#).
- F. The County recognizes that false accusations of harassment and sexual harassment can have a devastating effect on innocent employees. Individuals falsely accusing another of harassment or sexual harassment will be disciplined in accordance with the nature and extent of the false accusation and policy [10.4 Employee Discipline](#).
- G. Types of Harassment
1. Sexual Harassment
    - a) Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:
      - 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
      - 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
      - 3) such conduct has the purpose or effect of unreasonably interfering

with an individual's work performance or creating an intimidating, hostile or offensive working environment.

- b) Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment:
  - 1) quid pro quo; and
  - 2) hostile work environment.
- c) Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

## 2. Harassment

- a) Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, veterans status, political affiliation, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that:
  - 1) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
  - 2) has the purpose or effect of unreasonably interfering with an individual's work performance, or
  - 3) otherwise adversely affects an individual's employment opportunities.
- b) Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; shunning; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on County property or circulated in the workplace, on County time or using County equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.
- c) These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the County (e.g., an outside vendor, consultant or customer).
- d) Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

## 3. Retaliation

- a) Retaliation is an adverse employment action against an individual because of the individual's good faith report of discrimination or harassment. This

includes, but is not limited to: threats of retaliation, dismissal, discrimination in compensation, or discrimination in conditions of employment that are as a result of the disclosure of such information.

- b) The County strictly prohibits any form of retaliatory action against employees who raise issues of discrimination or harassment (including sexual harassment) or ask questions, make reports, participate in an investigation, refuse to participate in suspected improper or wrongful activity, or exercise workplace rights protected by law.
- c) It is the policy of the County that employees be free of intimidation, harassment, or retaliation when reporting to public bodies about matters of public concern, including offering testimony to or testifying before appropriate legal panels.
- d) No Department Director and/or their designee, supervisor, or other managing body shall dismiss, threaten or otherwise discriminate against a County employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, any activity described above.
- e) No County employee shall retaliate against another County employee because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, any activity described above.
- f) Employees found to have participated in discrimination, harassment or retaliation will be subject to disciplinary action up to and including dismissal from employment in accordance with [10.4 Employee Discipline](#).

#### H. Reporting Discrimination, Harassment and Retaliation

- 1. The County encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position.
- 2. The County encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.
- 3. In addition, employees who believe they are being subjected to such conduct are encouraged to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. The County recognizes, however that an individual may prefer to pursue the matter through complaint procedures.
- 4. Employees who wish to file a complaint of discrimination, harassment or retaliation shall refer to [11.6 Employee Grievance/Appeal Policy \(Non-DSS and Health Department Employees\)](#) or [11.7 Employee Grievance/Appeal Policy \(DSS and Health Department Employees\)](#).



## 9.4 Reporting Immoral, Unethical, and Illegal Activities including Violations of County Policies

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the policy of the County to uphold, promote, and demand the highest standards of ethics from all employees and officials, whether elected or appointed. Accordingly, County employees should maintain the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties; avoid any improprieties in their roles as public servants; and never use their County position or powers for improper personal gain.
- C. No employee shall use his/her position for unauthorized personal gain. Employees must not have any financial interest in, or receive any financial benefit from, any acquisition or expenditure related to County activities that interferes or conflicts with the full discharge of their duties. The basis of any possible conflict shall be disclosed to the involved employee's supervisor by the employee before any benefit there from is received by the employee.
- D. The County prohibits dishonest acts, fraudulent activity and illegal activity, and encourages County employees to report verbally or in writing to their supervisor, Department Director and/or their designee, Human Resources Director, or other appropriate authority evidence of activity by a County department, County employee, appointed or elected official constituting:
1. a violation of a County policy;
  2. a violation of a state or federal law, rule or regulation;
  3. fraud;
  4. misappropriation of County resources;
  5. substantial and specific danger to the public health and safety;
  6. gross mismanagement, gross waste of monies, or gross abuse of authority; or
  7. alleged safety or health hazards.
- E. Depending upon the allegation, the County Manager shall appoint the appropriate individual(s) to investigate the matter.
- F. The term "fraud" as used in this policy includes, but is not limited to, the following:
1. any dishonest or fraudulent act;
  2. forgery or alteration of a check, bank draft, or any other financial document or account;
  3. misappropriation of funds, securities, supplies, or other assets;
  4. impropriety in the handling or reporting of money or financial transactions;
  5. accepting or seeking anything of material value from vendors, contractors, or other persons providing services/materials to the County;

6. intentional violation of laws, policies or regulations involving or regulating work performed;
  7. using County funds to make unauthorized purchases;
  8. authorizing or receiving compensation for hours not worked;
  9. any similar or related inappropriate conduct.
- G. No Department Director and/or their designee, supervisor, or other managing body shall dismiss, threaten, or otherwise discriminate against a County employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee has refused to carry out a directive which in fact constitutes a violation of a state or federal law, rule, or regulation, constitutes a violation of a County policy, or poses a substantial and specific danger to the public health and safety.
- H. No County employee shall retaliate against another County employee because the employee has refused to carry out a directive which may constitute a violation of a state or federal law, rule, or regulation, a violation of a County policy, or poses a substantial danger to the public health and safety.
- I. Employees, supervisors, and/or Department Director and/or their designees found to have participated in fraudulent activity or in wrongful termination in violation of public policy will be subject to disciplinary action up to and including dismissal from employment in accordance with [10.4 Employee Discipline](#) and possible criminal prosecution or civil action as appropriate.

## 9.5 Care of Supplies, Equipment and Property

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the primary responsibility of each employee to ensure that County supplies, equipment, and property are used in the manner most beneficial and economical for the citizens of Rowan County. The protection of property of visitors and employees is a similar responsibility.
- C. County employees have an individual responsibility to avoid waste and take proper care of supplies, equipment, and property with which they work. Employees should realize that County supplies and equipment are expensive and often difficult to obtain. Another point to bear in mind is that the employee is also a taxpayer and therefore, ultimately pays the bill for supplies, equipment and property.
- D. The following policies apply to the care of supplies, equipment and property:
1. if employees are operating or using equipment which is defective or not functioning properly, they are responsible for reporting it to their supervisors; and
  2. deliberately damaging or wasting County supplies or equipment, which includes

defacing County property in any manner is prohibited. Such damage or waste is a serious violation and the offenders are subject to disciplinary action.

- E. Any employee, regardless of position, who knowingly and willfully utilizes or removes County or employee property without authorization is subject to immediate dismissal in accordance with [10.4 Employee Discipline](#). In cases of dismissal for theft, the County Manager may consider pursuing some form of litigation.
- F. County property, fixtures, furniture, and equipment are intended for use by employees in the performance of their job duties only. Use of County property, fixtures, furniture, or equipment for personal pursuits is prohibited.
- G. The County reserves the right to inspect packages carried off the premises by an employee.
- H. The County reserves the right to open for inspection any of its' property. At least three persons, including the Department Director and/or their designee, and the employee who might be affected, should be present for the inspection.
- I. In order to work more efficiently and safely, many County employees are furnished communications equipment, computer equipment, personal protective equipment, and tools. An Employee Security Checklist will be completed by the employee's supervisor and maintained on file in the employee's department listing any equipment, uniforms, I.D. Badges, keys, etc. issued to the employee during their employment. It is the responsibility of the employee to protect them from harm or loss. The County understands that items can be legitimately lost, stolen, or broken in the normal course of business. However no County owned equipment should be lost, stolen, or broken because of employee negligence. If an employee loses or breaks equipment in the normal course of County business while using the equipment for the purpose it was designed, the equipment will be replaced at the expense of the County.
- J. When equipment or tools with a replacement cost of \$1,000.00 or more are lost or damaged beyond economical repair due to the negligence of an employee, the department will pay a deductible of 25 percent of the cost of the replacement equipment, up to a maximum of \$1,000.00. For example, if a radio costing \$2,800.00 is lost or damaged beyond economical repair, because of employee negligence, the department will pay \$700.00 toward the cost of repairs or replacement radio. The County will pay the remaining amount from the Liability Fund. If the replacement cost of tools or equipment is less than \$1,000.00, the department will pay a deductible of \$250.00 or the actual cost of replacement if the item costs less than \$250.00. Damaged equipment that can be economically repaired is the responsibility of the Department.
- K. If negligence on the part of an employee caused the loss or damage to equipment, disciplinary action may be taken up to and including dismissal in accordance with [10.4 Employee Discipline](#). Should the department be unable to determine whether an employee was negligent, the Human Resources Director in conjunction with the Risk Manager will make the determination based upon the investigation.
- L. Upon resignation or dismissal from employment, the employee's Department Director and/or their designee will be responsible for the collection of issued equipment as listed on the Employee Security Checklist. It is the Department Director and/or their designee's responsibility to review the Employee Security Checklist for completeness and signatures and to ensure all equipment, keys, etc. have been returned and access to the County's computer system has been terminated. Elected officials must return all County equipment

that was used in their duties of office at completion of their term.

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## 9.6 Operation of County Vehicles

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County will adopt [NCGS 14-247 Private Use of Publicly Owned Vehicles](#) governing the operations of County-owned vehicles. It shall be unlawful for any officer, agent or employee or agency of the state, to use for any private purpose whatsoever any motor vehicle of any type or description whatsoever belonging to the state, or to any County, or to any institution or agency of the state.
- C. County vehicles are insured for liability and the employee for workers compensation. Employees are reminded that hitchhikers or unauthorized personnel are forbidden to ride in County vehicles. No alcoholic beverages may be carried in county vehicles at any time, except where law enforcement agencies may be required to transport evidence in a criminal investigation. Abuse of this policy and or the regulations could result in the employee being prohibited from the use of County automobiles and may result in disciplinary action in accordance with policy [10.4 Employee Discipline](#).
- D. Any accident, in which a County vehicle is involved, regardless of severity, must be reported to the employee's supervisor immediately. An accident report will be forwarded to the Risk Manager.
- E. The County Manager has the authority to assign County automobiles to County employees. One determining factor that the County Manager will utilize in the assignment of automobiles will be the frequency and nature of emergency calls the employees may receive during scheduled time off. Re-assignment of County owned vehicles may be necessary when conditions of the position change. If a Department Director and/or their designee determines that an automobile should be assigned to an employee, he/she should submit written justification to the County Manager.

## 9.7 Parking Regulations

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Within the limitations of available parking areas, The County will provide parking to regular full-time and part-time employees. It is the responsibility of the Department Director and/or their designee to inform their employees of the parking locations and the regulations they are expected to follow.
- C. Employees who park their automobiles in unauthorized areas other than lots assigned to the County are subject to be towed away at owner's expense. Employees are prohibited from parking in areas of other organizations or places of business.
- 

## 9.8 Smoking and Tobacco Use

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Smoking and the use of smokeless tobacco products, including electronic cigarettes, is prohibited in County Buildings, County owned vehicles, and on any County owned or leased properties that are designated as tobacco free properties.
- C. This policy shall be enforced by supervisory and management personnel. Employees found to be in violation of this policy may be subject to disciplinary action up to and including dismissal in accordance with [10.4 Employee Discipline](#).

## 9.9 Gifts and Favors

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Receiving or giving of gifts or favors is not in the best interest of The County. Therefore, no officials or employee of the County shall:

1. accept any gift, favor or thing of value that may tend to influence them in the discharge of their duties; or
2. grant, in the discharge of their duties, any improper favor, service, or thing of value.

C. Employees found to be in violation of this policy may be subject to disciplinary action up to and including dismissal in accordance with [10.4 Employee Discipline](#).

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## 9.10 Political Activities

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Every employee of the County has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of a civic or political organization in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States of America. However no employees shall:

1. engage in partisan or political activity while on duty or within any period of time during which they are expected to render services for which they receive compensation from the County;
2. use official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office;
3. be required, as a duty of their office or employment, or as a condition for

- employment, promotion or tenure of office, to contribute funds for political or partisan purposes;
4. solicit, or act as custodian of, funds for political or partisan purposes while on duty as an employee of the County;
  5. coerce or compel contributions while on duty as an employee of the County from another employee for political or partisan purposes;
  6. use supplies or equipment of the County for political purposes; or
  7. permit political advertising at any County facilities or on any County property including political advertisements attached to County vehicles.
- C. Elected officers are not to use public funds, goods, supplies, or material for partisan political purposes. Elected officials must return all County equipment that was used in their duties of their office at the completion of their term.
- D. No employee shall run for elected office in violation of State or Federal laws and regulations or any other local ordinances. No formal or informal campaign efforts may be performed during the operating hours as established by the County.
- E. An employee may be allowed to take up to two (2) weeks leave without pay before the primary and before the general election. If the employee has accumulated vacation leave, floating holiday, or compensatory time, he/she may use this paid leave in lieu of leave without pay. Any violation of this policy shall be deemed improper conduct and may subject the employee to disciplinary action up to and including dismissal.

## 9.11 Solicitation and Fund-Raising Activities

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County fully supports the efforts of employees to raise funds for charitable causes and non-profit organizations as long as these activities do not conflict with conducting County business during regular hours of operation. Soliciting, taking and delivering orders, receiving payments, and related activities shall not interfere with the employee's work or the work of others. These activities should be restricted to employee breaks and lunch hours.
- C. Employees are prohibited from selling products or conducting transactions that benefit the employee personally or his/her business during working hours. However placement of sales pamphlets and magazines may be displayed in common areas and employee break rooms for employee review during breaks and lunch hours. Employees are strictly prohibited from selling products or conducting personal business transactions after work hours on County property.



## 9.12 Secondary Employment

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The employment responsibilities to the County are primary for an employee working full-time or part-time with benefits; other employment in which that employee chooses to engage is secondary. Outside employment for salaries, wages, commission, or self-employment must be approved by the employee's Department Director and/or their designee and the Human Resources Director. The purpose of this approval procedure is to determine that the secondary employment does not have an adverse effect on primary employment with the County and does not create a conflict of interest. The County Manager will review and approve requests for a Department Director to engage in secondary employment.
- C. Secondary employment shall not be permitted when it would:
1. create either directly or indirectly a conflict of interest; or
  2. impair in any way the employee's ability to perform expected duties, to make decisions and carry out in an objective fashion the responsibilities of the employee's position.
- D. The employee shall submit the "Approval for Secondary Employment Form" through the proper channels for approval. Approval must be given before beginning secondary employment. If approved, there shall be a periodic review during the time of secondary employment for any adverse effects. Approval of secondary employment may be withdrawn at any time. Engaging in conflicting outside employment will be grounds for disciplinary action up to and including dismissal in accordance with [10.4 Employee Discipline](#).
- E. Employee requests for approval of secondary employment, accompanied by required supporting information, shall be treated confidentially for all purposes other than review and action by appropriate officials; secondary employment is a private matter of the individual employee in all other respects.
- F. Employees who are out of work under the provisions of the Family Medical Leave Act (FMLA), workers compensation, or leave-without-pay for sick leave purposes are prohibited from engaging in any outside employment during the period of leave. Working on another job when the employee is out on leave will be grounds for disciplinary action up to and including dismissal in accordance with [10.4 Employee Discipline](#).

### 9.13 Employees Serving on Boards, Committees, Etc.

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Any citizen of the County is eligible to serve on the appointed boards or commissions of the County where such appointment is not prohibited by state or federal statute. All appointments are made according to the applicable statute, ordinance, resolution, or policy that created the board, council, or commission.
- C. County employees are prohibited from serving on any board, committee, council, or commission where appointments are made by the Board of Commissioners or where funding is provided by the County, including special study committees appointed for the purpose of recommending funding or policy.
- D. This policy does not prohibit County employees from serving in an ex-officio capacity on any of the above boards, councils, or commissions where required by law, when a position is reserved for a County employee to be designated by the Board of County Commissioners, or when such service is deemed by the Commissioners to be in the best interests of the County.
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### 9.14 Drug and Alcohol Policy

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the policy of the County to maintain an alcohol and drug free workplace to help ensure a safe, healthy, and productive drug-free work environment for The County employees and others on County property, to protect County property, and to ensure efficient operations. The County has zero tolerance for the use of alcohol, illegal substances, prescription medications not prescribed to the employee, or the misuse of legally prescribed medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.
- C. Employees shall not engage in the manufacture, unlawful use, possession, sale or transfer of any controlled substance which may impair their ability to perform assigned duties or

otherwise adversely impact the County.

- D. Substances which may impair performance include but are not limited to: alcoholic beverages, drugs (whether legal or illegal), and any other intoxicant. This policy is effective during the time in which the employee is engaged in the performance of job-related duties regardless of location and, at all times on County property including parking lots and County vehicles.
- E. An employee must notify Human Resources of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction. Violation of this policy and/or alcohol or controlled substance-impaired behavior on the job shall be deemed unacceptable personal conduct which shall be cause for disciplinary action up to and including immediate termination in accordance with [10.4 Employee Discipline](#).
- F. The County's substance abuse testing program primarily involves three main components; the testing itself, applicable disciplinary procedures, and the implementation of the EAP (Employee Assistance Program) where applicable. The testing will show: 1) what drugs and/or alcohol levels are present in the body and in what amounts, and 2) provide evidence whether or not the employee has used a controlled substance or alcohol.
- G. Employees with alcohol or substance abuse problems are encouraged to voluntarily seek appropriate help through the [Employee Assistance Program](#) (EAP) before it affects their job performance. Such action on the part of employee shall be considered responsible and shall be supported by management and supervisors. Efforts by employees to obtain such help will be respected and will be handled in utmost confidence.
- H. County employees are expected to report for work and remain at work in a condition to perform assigned duties and not under the influence of any substance which may impair performance. Safety sensitive employee shall not use alcohol within eight (8) hours before going on duty or operating a motor vehicle.
- I. An employee shall notify his/her Department Director and/or their designee if charged off the job for driving while impaired (DWI) or driving under the influence (DUI) or for the use, sale, or possession of a controlled dangerous substance within forty-eight (48) hours of the incident. The Department Director and/or their designee, in consultation with the Human Resources Director or Risk Manager, will investigate the incident and if it is found to have a direct relationship to the employee's job duties and responsibilities, appropriate action may be taken.
- J. An employee who suspects that a co-worker may be under the influence of a substance which impairs performance should immediately notify his or her supervisor or some other member of management in order that the employee suspected of being impaired can be observed and evaluated by management and, if possible, medical personnel.
- K. The County may require any employee to submit to a drug or alcohol test for the following reasons:
  - 1. as a routine part of a County-mandated pre-employment examination;
  - 2. when there is reasonable suspicion of use of any substance which may impair job performance;
  - 3. an at-fault accident while on County time; and/or
  - 4. random drug/alcohol test of employees as mandated by the County.
- L. Failure or refusal of an employee to consent to a drug or alcohol test under this policy, or any attempt to alter, conceal or compromise test results, will be deemed a positive test

result and shall subject that employee to immediate termination of employment in accordance with [10.4 Employee Discipline](#). Any of the following is considered a refusal to test:

1. refusing to sign the Drug Test Consent Form or refusal to submit to a drug/alcohol test;
2. engaging in conduct that clearly obstructs the testing process;
3. adulterating, contaminating, or tampering with a blood, urine, saliva, breath, or other sample;
4. failing to report to the designated test site as directed; or
5. leaving the test site without completing the test

M. Positive Screening Test Findings

- a) In a case where an employee tests positive for the use of alcohol and/or illegal drugs or is impaired by alcohol or illegal substances on County premises will be subject to immediate termination in accordance with policy [10.4 Employee Discipline](#).
- b) An employee who does not pass the drug or alcohol test and is terminated will not be considered for re-employment for six (6) months following the date of the test and then will be considered only when he/she presents documentary proof of successful completion of a drug and/or alcohol abuse treatment or rehabilitation program and he/she passes a pre-employment drug and/or alcohol test.
- c) Employees who are determined to be impaired by their own prescription or who are taking an amount of their own prescription drug in excess of the recommended dosage will be subject to the following:
  - 1) employee will be suspended without pay for a period as determined by management on a case-by-case basis;
  - 2) employee shall be required to seek treatment for substance abuse from a treatment specialist and/or institution and successfully complete the treatment program (Employee Assistance Program) as a condition of continued employment;
  - 3) failure to attend and actively participate in the Employee Assistance Program (EAP) and/or failure to be cleared by the EAP Provider as having completed all recommended actions shall be grounds for termination;
  - 4) the employee will not be permitted to return to work until a follow-up test indicates negative or normal-level results; and
  - 5) employees who have been suspended for positive test results from their own prescription and allowed to return to work may be required at any time during the 12-month period following their return to work, to submit to follow-up tests for drugs. If such an employee tests positive on any subsequent test, he or she shall be terminated.

N. The County may conduct a search of County property based on reasonable suspicion of possession of substances which may impair performance. The County has a right to search County property, including County vehicles and lockers, at any time without notice. The employee must be present if possible during the search.

O. An employee determined by an administrative investigation to be in possession of or involved in the manufacture, distribution, dispensing, or selling of controlled substances and/or alcohol on County premises, workplaces, or officially sponsored activities during

scheduled work hours shall be terminated.

P. Confidentiality

1. Information and records relating to testing, searches or disciplinary action pursuant to this policy shall be kept confidential. All information obtained in the course of testing, examining, counseling, rehabilitating, and treating applicants and employees pursuant to this policy shall be protected under HIPAA regulations as confidential medical information.
2. Any tests for the presence of alcohol or controlled substances authorized by this policy shall be designed to protect the privacy of the applicant or employee being required to undergo testing.

Q. No sample obtained for the purpose of conducting tests for the presence of alcohol or controlled substances pursuant to this policy shall be used to perform any diagnostic examinations that would detect any hidden or latent physical or mental infirmity, disease, or condition. The analysis of such sample is limited to such procedures as are devised to detect the presence of alcohol or controlled substances.

R. Types of Testing

1. Pre-employment Testing

Prospective employees will be subject to a pre-employment drug test following conditional job offer. If as a result, the applicant is found to be under the influence of any substance, which may impair the employee's performance, employment will be denied. Applicants who test positive cannot apply with the County for six (6) months, unless he/she brings proof of receiving treatment for substance abuse and being free of the controlled substance. An applicant who refuses to submit to a drug test pursuant to this policy will not be considered for employment with the County.

2. Reasonable Cause or Suspicion

- a) If an employee's speech, behavior, body odor, or physical appearance on duty indicate to the supervisor that the employee may be under the influence of alcohol and/or narcotics (whether legal or illegal), then reasonable cause for testing exists. Ideally, at least two superiors should witness the employee's conduct/behavior. However if only one superior is available, then one witness is sufficient for determining reasonable cause. The Human Resources Director should be contacted concerning the situation prior to any action being taken by the supervisor or Department Director and/or their designee.
- b) The Human Resources Director will determine whether to order testing of the employee based upon the documented observations of the Department Director and/or their designee after receiving a completed "Reasonable Suspicion Drug Testing Determination" form. The supervisor and all other employees who witness the aberrant behavior will describe their observations in writing with specific reference to the facts and the deviations from normal behavior. These detailed observations may include slurred speech, mumbling, confused, sleepy or drowsy, glassy or dilated eyes, hostile, irritable, nervous, talkative, clumsy, stumbling, staggering, swaying, falling, or lack of coordination. In addition, the detailed observations should include specific actions in relation to the performance

of job duties. The documentation will be sent to the Human Resources Director. The documentation supporting reasonable suspicion will be retained confidentially by Human Resources. Observations or complaints from the general public in reference to the suspected substance abuse should be included. The employee's behavior that triggers this process may be observed on a one-time only basis or preferably over a period of time with each incident documented by the supervisor and/or other witnesses. If the situation permits, cumulative observation is more valuable in detecting a pattern of suspected substance abuse. However it is the decision of the supervisor as to when an employee's behavior requires immediate intervention or when cumulative observation and documentation is the best course of action. Cumulative observation should be two weeks or less. The Human Resources Director will be advised of an on-going problem and is available at any time for consultation. Another management staff member may be used as a witness when the supervisor confronts the employee and sends them for testing. If more than one employee exhibits the same or similar behavior as the one under suspicion, then all who exhibit similar behavior must also be tested. The employee will be tested for drugs, alcohol, or both at the discretion of the County.

- c) In approaching the employee suspected of being impaired, the supervisor must advise the employee of the suspicions and describe the observed deviation from normal behavior, action, or practices and state that he/she will be taken immediately for testing. The supervisor should have one additional witness present when the employee is confronted. Refusal by the employee to be tested may result in termination. Under no circumstances is the employee to be allowed to drive to the test site or return home on his/her own. The County may be held liable if an impaired employee is permitted to leave the premises on their own and injures a third party or themselves. It is the responsibility of the respective department to transport the employee to the test site immediately after the employee is notified of the suspicions.
- d) If the employee tests positively for drugs or has a blood alcohol content (BAC) of 0.02 or more, they will be immediately transported to their home from the test site. Testing positively for drugs or blood alcohol content will result in the employee's termination from employment.

### 3. Post-Accident

- a) An employee involved in an at-fault motor vehicle accident while on County business will be directed to submit to a drug and/or alcohol test. The employee's supervisor will provide or arrange appropriate transportation for testing. An employee required to submit to drug and/or alcohol testing following an accident or moving traffic violation must make himself/herself available for the testing within three (3) hours of the accident or violation. Failure to be available within such time will be considered a refusal to submit to testing unless there is a clear hindrance such as life-threatening injuries. If the employee is in need of medical

attention, he/she should seek required medical care first.

- b) If a vehicle operator who is required to submit to a drug and/or alcohol test following a vehicle accident is unable to report to the regular testing site due to injuries, and the drug and/or alcohol test is administered pursuant to medical treatment, the employee shall provide the Risk Manager with an authenticated record of the test results.
- c) When there is an on-the-job accident requiring treatment by a licensed physician, the employee is required to be drug tested. Failure to comply with the drug test is grounds for disciplinary action up to and including dismissal.

#### 4. Random Testing

- a) Public safety and safety sensitive employees will be subject to a random drug test. Random testing shall be unannounced. The Medical Review Officer (MRO) in Salisbury, NC will utilize random selection by position number of individuals subject to testing. The annealed rate of testing will equal 10% or more of this class of employees. The testing frequency and selection are such that an individual's chance of selection continues to exist throughout his/her employment.
- b) A position list will be submitted to our MRO annually. The MRO will notify Human Resources of which employees have been selected for testing. Human Resources will notify the employee's supervisor who will notify the employee of the random selection. The employee will sign notification at the time it is handed to the employee and maintained in his/her medical file. The employee will report to the designated medical facility and submit a specimen at the time of notification. If for some reason the specimen was not submitted within an acceptable period of time (four hours), the employee may be subject to disciplinary action up to and including dismissal.

#### S. Definitions

- 1. Employee: any person employed in a position in which wages are paid for services rendered, regardless of employment status or hours worked.
- 2. Applicant: any person whose offer of employment is contingent upon the production of a negative drug test.
- 3. Public Safety and Safety Sensitive Position: any job classification or position which has been evaluated and determined by the Human Resources Director and Risk Manager to be of such a critical nature in terms of public services or public safety and that involves such a significant risk of injury to others that even a momentary lapse of attention can have disastrous consequences that random drug testing has been determined to be a necessary public policy. Such positions include, but are not limited to, law enforcement officers, emergency service personnel, nurses, other medical personnel, and other safety sensitive positions.
- 4. Drug: a controlled substance as defined in [North Carolina General Statute 90-87\(5\)](#) or a metabolite thereof. These substances include but are not limited to marijuana, cocaine, heroin, prescription drugs, alcohol, opiates, amphetamines, and synthetically produced drugs or other impairing substances. Drugs, unless the context indicates otherwise, does not include non-controlled, over-the-counter



drugs.

5. Alcohol and substance abuse consists of any of the following:
  - a) use of illegal drugs or controlled prescription drugs obtained unlawfully; or
  - b) excessive use of lawfully obtained prescription drugs or over the counter drugs or alcohol when such use impairs job performance, alters work behavior, and/or safety of the employee or others.
6. Employee Assistance Program: a program of counseling and referral services for employees and their families including assessment, evaluation, referral for treatment, and follow-up services provided by The County.
7. Approved Laboratory: laboratory which is federally approved and certified by the U.S. Department of Health and Human Services to conduct employee and job applicant drug testing.
8. Medical Review Officer (MRO): a licensed physician whose services are obtained by the County, to whom all positive laboratory tests will be sent, and who reviews and interprets such laboratory test results.
9. Chain of Custody: procedures designed to assure proper handling, labeling, identification, confidentiality, and documentation of test samples.
10. Reasonable Suspicion: the belief that an employee or applicant is in all probability using or has recently used drugs or alcohol in violation of the County's policy. This belief shall be based upon specific, objective and articulate facts, observations, and reasonable inferences concerning the appearance, behavior, speech, body odors, or performance of the employee.
11. Positive Drug Test: a positive technical analysis of a biological specimen such as urine, blood, or oral fluid/saliva that has determined the presence of specified drugs or their metabolites including the use of a breathalyzer for alcohol.

T. Drugs Included in Testing

1. When a drug screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the following drugs:
  - a) Amphetamines;
  - b) Barbiturates;
  - c) Benzodiazepines;
  - d) Cocaine Metabolite;
  - e) Methaqualone;
  - f) Methadone;
  - g) Opiates;
  - h) Marijuana Metabolite (THC);
  - i) Phencyclidine (PCP); and
  - j) Propoxyphene.
2. In addition, any employee found to have abused prescription drugs will be subject to the terms and conditions of this policy.
3. When an alcohol screening is determined to be appropriate, a blood sample may be drawn or a breathalyzer conducted by an approved laboratory or medical provider to detect the presence of alcohol.

U. Threshold Levels

The threshold levels established by the Department of Health and Human Services for

Federal Work Place Drug Testing programs are hereby adopted by reference and shall automatically include any later amendments and editions unless herein amended. The content level of each substance needed to determine whether an employee or applicant has consumed a drug or alcohol covered by this policy will be determined by a certified toxicologist of the approved laboratory.

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## 9.15 Employment of Relatives

### A. Policy

1. An employee may not be employed in the same department as an immediate family member (either full-time or part-time, permanent or temporary, or on a contractual basis); or
  2. be employed anywhere in the County where employment will result in an immediate family member having influence over another member's employment, promotion, salary administration, or other related management or personnel considerations.
- B. The term "immediate family" shall be defined as wife, husband, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandson, granddaughter, aunt, uncle, niece, and nephew as well as the various combinations of half, step, in-law, great, and adopted relationships.
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## 9.16 Resignation from Employment

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Personnel, whether probationary or regular status, desiring to terminate their employment, should submit a written resignation to their immediate supervisor. A written resignation is preferred; however a verbal resignation can be accepted in the absence of a written form.
- C. It is preferred that a resignation be received two (2) weeks before the effective date to allow time to secure a replacement.
- D. There may be times where the County does not feel it is in its best interest to allow an employee who has resigned to remain at work. In these cases, the Human Resources Director or the County Manager may elect to either:
1. place the employee on paid administrative leave through the remainder of the notice period; or
  2. alter the effective acceptance date of the resignation, and only pay the employee

through the hours actually worked in accordance with North Carolina Department of Labor regulations.

- E. Upon resignation, the employee's Department Director and/or their designee will be responsible for the collection of issued equipment as listed on the Employee Security Checklist.
- F. Accrued vacation for which the employee is entitled will be paid to the employee following termination in accordance with [6.2 Vacation Time](#). Earned vacation days should not be used in fulfilling the required days of notice. The termination date for the employee being paid, for the purposes of the record, is the last day the employee works. An employee who voluntarily resigns from employment has no appeal rights. Prior to resigning, an employee who perceives that unlawful or intolerable employment practices or conditions exist within a department may exercise his/her right to present his/her concerns in accordance with the procedures described in policy [10.5 Employee Grievance/Appeal Policy \(Non-DSS and Health Department Employees\)](#) or [10.6 Employee Grievance/Appeal Policy \(DSS and Health Department Employees\)](#).
- G. An employee who is absent from work and does not contact the supervisor for (3) three consecutive workdays may be separated from employment as a voluntary resignation in accordance with [9.1 Attendance](#). Employees will be deemed to have voluntarily resigned their positions because they are unavailable for continued employment. Such separations create no right of grievance or appeal. However if there are extenuating circumstances beyond the control of the employee and the employee is unable to notify their Department Director and/or their designee, reinstatement will be considered after objectively evaluating the facts.

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## 9.17 Improper Sexual or Romantic Relationships

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Purpose

Employees are supported in carrying out the mission of the County through an atmosphere of professionalism, integrity, trust, and respect. Relationships between supervisors and the employees they supervise impose a special burden of responsibility and accountability. Anyone employed in a supervisory capacity needs to heed the fact that personal relationships with employees who report to them, either directly or indirectly, may be perceived as favoritism, misuse of authority, or potentially, sexual harassment.

- C. Definitions

1. Supervisory capacity - any employee (regardless of job title) who directly or indirectly influences the terms and conditions of another's employment at the County; including but not limited to: pay, promotions, demotions, performance evaluations, or benefits.
2. Improper sexual or romantic relationships - any sexual or romantic relationship between a person employed in a supervisory capacity and an employee with whom they have direct or indirect influence over the terms and conditions of the person's employment.

D. Policy

1. No one employed in a supervisory capacity shall initiate, pursue, or be involved in an improper sexual or romantic relationship with any employee whom they have direct or indirect influence over the terms and conditions of the person's employment.
2. Friendships are not affected by this policy, nor is it the intent of this policy that such non-romantic relationships be discouraged or limited in any way.
3. Any County employee may report an alleged improper sexual or romantic relationship to his/her immediate supervisor. If the relationship involves the immediate supervisor, or if the employee prefers, the employee may report the relationship to the next level of management or to the Human Resources Director.
4. Improper sexual or romantic relationships may involve conduct violating the County Discrimination/Harassment Policy. In this case, employees shall refer to policy [10.3 Reporting Discrimination, Harassment, and Retaliation](#).
5. The County will not tolerate improper sexual or romantic relationships, nor will it tolerate any form of retaliation against any employee who has brought good-faith concerns to the attention of the County or who has properly participated in the investigation or resolution of such concerns. Employees involved in an improper sexual or romantic relationship or in any retaliatory activity will be deemed to have engaged in personal misconduct as defined in policy [10.4 Employee Discipline](#) and will be subject to discipline up to and including dismissal.
6. The County recognizes that romantic relationships may develop between certain employees, that if undisclosed, would lead to situations in violation of this policy. In such circumstances, the County encourages the employees involved in such a relationship to disclose its existence to the Human Resources Director. In circumstances where such early, voluntary disclosure is made, the County shall have the option of waiving the disciplinary procedures contained in this policy and addressing the relationship through other means, including reassignment. While no right of continuing employment of one or both parties to the relationship is guaranteed, the County will, when appropriate, seek a resolution where no violation of this policy would result.

## 9.18 Technology Use

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary, Interns, Volunteers	✓	Employees of Board of Elections Office	✓

### B. Purpose

This policy covers the use of all technology resources belonging to Rowan County. It includes but is not limited to computer systems of any size and function and their attached peripherals, phones, mobile devices, faxes, voice mail systems, email systems, network resources and Internet resources referred to as County technology resources. The Information Technology (IT) Department must approve all technology resource related purchases including services and goods. All IT related equipment must conform to IT standards and protocols. Technology resources owned by Rowan County are in place to enable the County to provide its services in a timely and efficient manner. This is the primary function of these resources and any activity or action that interferes with this purpose is prohibited. Because technology systems are constantly evolving, Rowan County requires its users to use a commonsense approach to the rules set forth below, complying not only with the letter, but also the spirit of this policy.

### C. Scope

This Policy applies to all Rowan County Departments. Where a conflict exists between this Policy and a Department's policy, the more restrictive policy will take precedence.

### D. Disciplinary Action

Compliance with this policy is mandatory. The Rowan County IT Department will monitor compliance and non-compliance with this policy. In accordance with this policy, violations relating to this policy will be reviewed by the IT Department with the Human Resources Department to determine if disciplinary action is necessary.

### E. Definitions

1. County technology resources: any physical devices, systems, software platforms and applications required to maintain or carry out essential work for Rowan County.
2. De Minimis Use: personal use that is brief and infrequent, incurs negligible or no additional cost to the county and does not interfere with the conduct of county business.
3. Electronic Communication: the distribution of messages, documents, files, software, or images by electronic means over a phone line or a network connection.
4. Geolocation: the process or technique of identifying the geographical location of a person or device by means of digital information processed via the Internet.
5. Jailbreaking/Rooting: the process used to modify the operating system on a

mobile device. The act of “jailbreaking” or “rooting” a mobile device allows the user control over the device including removing any vendor-imposed restrictions on the products.

6. Least Privilege: providing only the access necessary to perform assigned duties, shall be implemented to ensure the confidentiality, integrity, and availability of County technology resources.
7. Mobile Device Management (MDM): is a type of security software to manage, inventory, monitor compliance, and secure mobile devices that are county owned.

F. Roles and Responsibilities

Information security extends well beyond Information Technology (IT). Information security is a critical business function that touches all aspects of an organization. Rowan County is fully committed to information security and asserts that every person employed by or on behalf of the County has important responsibilities to maintain the security of County technology resources and data.

1. Users

Users are all workforce members (employees or any other individual performing work on behalf of, or with approval of Local Agencies) authorized to access County technology resources and are responsible for:

- a) Complying with County Information Technology and Security policies;
- b) Maintaining the security of County technology resources and data associated with their role(s) as defined in this Policy;
- c) Storing original local Department data on the Rowan County network to ensure compliance with County or Department-specific records retention policy,
- d) Protecting Sensitive information against loss, unauthorized use, access, or disclosure, by the following:
- e) Using Sensitive information only for the stated legal and/or business purpose;
- f) Disclosing Sensitive information as permitted by law or with the express consent of the Data Owner;
- g) Not making copies of Sensitive information except as required in the performance of assigned duties;
- h) Keeping Sensitive information out of plain sight;
- i) Not sharing user accounts and passwords;
- j) Creating, changing and storing passwords in accordance with established policies and standards;
- k) Locking or logging off unattended devices;
- l) Not violating copyright law and conforming to software licensing restrictions by only using software that has been installed by the IT Department or other authorized personnel;
- m) Not engaging in any use of County technology resources that violates federal, state, local laws, County or Department policy;
- n) Reporting any known or suspected Cybersecurity incident to their manager/supervisor, Information Security Representative or IT Department; and
- o) Compliance with Mobile Computing section if using a mobile device to

work on or access County technology resources or data.

2. Department Directors

Department Directors are responsible for:

- a) Enforcing this policy within their Department;
- b) Ensuring all users of County technology resources and data are made aware of County Information Technology Use and Security Policies and that compliance is mandatory;
- c) Ensuring all users receive education regarding their security responsibilities before accessing County technology resources and data;
- d) Establishing supplemental information technology and security policies, standards, procedures, or guidelines as needed for their business purposes, provided they are not less restrictive than County policies. Prior to final approval Department Director and/or Designee are responsible for:
  - 1) Providing supplements to Human Resources for review.
  - 2) Providing notice to Users regarding any proposed supplements.
  - 3) Providing supplements to the IT Department to review for consistency with County and Department security policies.
  - 4) Providing training in support of established procedures and guidelines;
  - 5) Obtaining a signed acknowledgment from Users that they have had an opportunity to read and will comply with this policy before accessing County technology resources and data; and
  - 6) Designating or serving as an Information Security Representative.

3. Information Security Representative

The Information Security Representative is designated by each Department Director to coordinate information security within their Department and is responsible for:

- a) Assisting in the development of any department-specific information technology and security policies;
- b) Reviewing any applicable Departmental information technology and security policies for compliance with County policies; and
- c) Representing the Department's information security concerns countywide.

4. Data Owner

The Data Owner is each Department Director or other individual authorized by law, regulation or policy to collect and manage the data that supports their business operations and is responsible for:

- a) Identifying applicable law, regulations, or standards that contain information security requirements for the data they own;
- b) Classification of Department data and technology resources they own based upon law, regulation, common business practice, liability or reputational factors;
- c) Establishing as needed, Department policies and procedures for the data and technology resources they own;
- d) Responsible for ensuring mitigation of known or suspected Cybersecurity incident, and notification to individuals or agencies in the event of a data breach involving unencrypted personal information;



- e) Implementing protection requirements for the data and technology resources; and
- f) Authorizing access to Department data in accordance with the classification of the data.

5. Information Technology Department

The Information Technology Department is responsible for:

- a) Providing network infrastructure, network access, data storage and electronic messaging services to Rowan County;
- b) Procure and/or approve all enterprise technology resources as needed for County use.
- c) Maintaining an inventory of County technology resources;
- d) Configuring County technology resources in accordance with Rowan County Information Technology Use and Security policies and standards;
- e) Implementing and maintaining technology services that adhere to the intent and purpose of information technology use and security policies, standards and guidelines;
- f) Investigation, remediation, and documentation of any Cybersecurity incident;
- g) Establishing and implementing standards, procedures and guidelines as needed for this policy;
- h) Implementing the necessary safeguards to protect Department data and technology resources at the level classified by the Data Owner;
- i) Complying with any additional security policies and procedures established by the Data Owner;
- j) Advising the Data Owner of vulnerabilities that may present a threat to their Department data and of specific means of protecting that data; and
- k) Notifying the Data Owner of any known or suspected Cybersecurity incident; and
- l) Notifying the appropriate State agencies of any known Cybersecurity incident per NCGS 143B-1379 (c).

6. Chief Information Security Officer

The Rowan County Chief Information Officer serves as the Chief Information Security Officer and is responsible for overseeing and managing the County Information Technology and Security Program, this includes:

- a) Developing and maintaining the Rowan County information security strategy;
- b) Providing information security related technical, regulatory and policy leadership; and
- c) Facilitating the implementation of County Information Technology Use and Security Policies.

G. Information Technology and Security Governance

Security measures for County technology resources and data must be implemented to provide:

- 1. Confidentiality - Ensures information is accessible to only those authorized to have access.
- 2. Authentication - Establishes the identity of the sender and/or receiver of

information.

3. Data Integrity - Ensures information is complete, accurate and protected against unauthorized modification.
4. Availability - Ensures information is accessible to authorized users when required.
5. Accountability - Ensures correct use and individual responsibility of County technology resources and data.
6. Auditing - Ensures the collection of data and processes to provide assurance of the effectiveness of controls.
7. Appropriate Use – Ensures Users conform to County rules, ordinances, policies, state and federal laws.

#### H. General Use and Ownership

1. Information transmitted by, received from, or stored on County technology resources are the property of Rowan County and as such, are subject to inspection by County officials.
2. Users should be aware that the data they create or is created on County technology resources remain the property of Rowan County and is not private, unless the data is personal health information covered by HIPAA or other personal information protected by the NC General Statutes or other privacy laws.
3. County technology resources and data are to be used for conducting business authorized by and related to County operations. County data must only be used for authorized purposes and must not be disclosed to anyone not authorized to receive such data.
4. Users should be aware that deleted data and logs may be recovered.
5. Users of County technology resources and data must sign an acknowledgment of this Policy prior to being granted access.

#### I. Technology Resource and User Monitoring

1. The County reserves the right for business purposes to enter, review and monitor the information on systems, including voice mail, electronic mail and information stored on computer systems or media, without advance notice. This may include investigating theft, unauthorized disclosure of confidential business or proprietary information, personal abuse of the system or monitoring workflow and productivity.
2. The IT Department may monitor and log all activities on the County technology resources and data they own, control or manage for security, network maintenance, and/or policy compliance.
3. At the written request of a Department Director for one of his/her respective users and upon authorization of the County Manager in consultation with the Human Resources Director; the Chief Information Officer or designee has the authority to access, without notice, data, pagers, cell phones (and cell phone records), email, voice-mail boxes, and any other employer provided County technology resources. The County reserves the right to monitor all usage to ensure proper working order, appropriate use by users, the security of County data, and to retrieve the contents of any employee communication in these systems. Failure to monitor in any specific situation does not constitute a waiver of the County's right to monitor.

J. No Expectation of Privacy

1. Users are advised that they have no privacy rights and that there is no reasonable expectation of privacy when using County technology resources.
2. County technology resources may utilize features that store and/or transmit geolocation data. Users are advised that geolocation data shall be used for business purposes to carry out business operations as designated by the Department Director and approved by the County Manager.

K. Public Records Compliance and Records Retention

1. The North Carolina Public Records Law declares that all records and information, regardless of physical form, made or received by users in connection with the transaction of public business are public records which may be inspected and copied by any person for any reason. Electronic communications sent and received by users in connection with County business are, therefore, public records and their retention, disclosure, and disposition will be governed by the Public Records Law and the Rowan County Records Retention and Disposition Schedules, as approved by the Department of Cultural Resources.
2. Only use County IT Department supplied and supported email addresses for official county related business. Users should not use their county assigned email to sign up for personal activities including but not limited to online banking, utilities, shopping, and social media.
3. To ensure compliance with County or Department records retention policies, original Department data must be stored on the Rowan County or IT Department authorized resource.
4. No record involved in a pending, ongoing or reasonably anticipated audit, legal, or other official action may be destroyed before that audit or action is resolved.

L. Personal Use of County Technology Resources

1. Users may use County technology resources for personal purposes, but only where such use:
  - a) involves de minimis additional expense to the County;
  - b) does not interfere in anyway with the operations of the County; and
  - c) is otherwise permissible under applicable State and Federal laws and regulations.
2. This does not grant to the user or create an inherent right to use County technology resources, and one should not be inferred.
3. Use of County technology resources in support of or in connection with a private business with which a user is associated is not considered a personal purpose and is not authorized.
4. The privilege to use County technology resources for personal purposes may be limited or revoked at any time by an appropriate official (e.g., a supervisor in the user's organizational chain of command).
5. Circumstances that may result in a supervisor's curtailing or halting an users' personal use of County technology resources include uses that:
  - a) result in a loss of productivity;
  - b) interfere with official duties;
  - c) compromise the operations of the County;
  - d) exceed de minimis expense to the County;

e) violates County Policies or State and Federal laws and regulations.

M. User Accounts and Passwords

1. Each user is responsible for all actions taken while using their user login, password, and/or access credentials. Therefore, none of these can be shared with anyone else, including other users, at any time. The use of another user's login, passwords, and/or access credentials are also strictly prohibited. Exceptions are allowed only by authorized use of IT Department created or approved shared access credentials.
2. Data owners shall implement operational procedures and technical controls with the IT Department to ensure access to County technology resources is based upon the principle of least privilege and an authorized need to know and access.
3. Security device tokens will be issued to County users to providing access with multi-factor authentication. Routine wear and tear or theft of the token does not incur a charge for replacement, however loss of the token carries a \$10 replacement fee.
4. Except as provided elsewhere in this policy the examination, modification, copying, or deletion of files or data belonging to other users without their prior consent is prohibited.
5. County shall maintain a formal process to modify user accounts to accommodate events such as name changes, accounting changes, and permission changes.
6. In the event a device is lost, stolen or compromised, immediately notify your Information Security Representative who shall notify the IT Department of the incident.
7. With use of an IT supported MDM solution installed on the County technology resources, any geolocation data will be utilized, and a remote wipe request of county data will be issued.
8. When unauthorized connections or malicious behaving technology resources are detected, regardless of county ownership:
  - a) an alert shall be sent to appropriate personnel; and
  - b) the offending technology resource will be isolated from the network.
9. Video surveillance equipment in and around county owned property is for business related matters and for customer and employee protection. No user should have an expectation of privacy when in view of such equipment. Surveillance signs will be posted within camera view range for all video surveillance equipment.

N. Use of Sensitive Information

Sensitive information as defined in this Policy is information classified as either Confidential - Information protected from use and/or disclosure by law, regulation or standard, and for which the highest level of security measures, or Restricted -Information that requires special precautions to protect from unauthorized use, access, or disclosure. To protect Sensitive information against loss, unauthorized use, access, or disclosure the following must be adhered to:

1. Sensitive information must only be used or disclosed as permitted by law and/or policy
2. Sensitive information that is not controlled by law or policy can only be disclosed with express consent of the Data Owner.

3. Copies of Sensitive information must not be made except as required in the performance of assigned duties.
4. Sensitive information must be kept out of plain sight and must not be displayed in any form when it is not being used.
5. Use the “logoff” or “lock” feature with password protection anytime you leave a technology resource unattended to minimize potential for unauthorized use.

O. Use of Authorized Software

All software installation and use must conform to licensing restrictions. These products include those that are not appropriately licensed for use by the County or those that patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software is prohibited.

1. Only software that has been installed by the IT Department or other authorized personnel may be used.
2. Software purchased by the Department must not be loaded on a personally owned device, unless specifically authorized by IT and/or the Data Owner and the software licensing agreement.

P. Appropriate Use

1. At all times when an employee is using County technology resources and data, he or she is representing the County. Use the same good judgment in all resource use that you would use in written correspondence or in determining appropriate conduct.
2. While in the performance of work-related functions, while on the job, or while using publicly owned or publicly provided County technology resources, users are expected to use them responsibly and professionally. They shall make no intentional use of these resources in an illegal, malicious, inappropriate or obscene manner.
3. When sending or forwarding electronic communications, either internally or externally, all users shall identify themselves clearly and accurately. Anonymous or pseudonymous posting is expressly forbidden.
4. Users have a responsibility to make sure that all public information disseminated via the Internet is accurate. Users shall provide, in association with such information, its source and the date at which it was current and an electronic mail address or telephone number allowing the recipient to contact the staff responsible for making the information in its current form.

Q. Mobile Computing

This section establishes requirements for the use of mobile devices (both personally owned, and County provided) to work on or access Department resources and data.

1. Personal Owned Devices

Personal owned devices include, but are not limited to, smartphones, laptops, notebooks, tablets (e.g. iPads, Android). This does not include any such devices for which County provided funds were used to purchase the device in whole or in part.

- a) The Expectation of Privacy: Rowan County will respect the privacy of a user’s voluntary use of a personal owned device to access County technology resources. Users cannot be required and/or can refuse to use their personal owned devices to work on or access Department resources.
- b) Rowan County will only request access to the personal owned device and

password in order to implement security controls; to respond to litigation hold (aka e-discovery) requests arising out of administrative, civil, or criminal directives, Public Records Requests, and subpoenas; or as otherwise required or permitted by applicable state or federal laws. Such access will be performed by an authorized IT Department staff member or designee using a legitimate software process.

- c) Users should be aware that the Data Owner retains ownership of Department data created or stored on their personally owned device. Users should also be aware that they can view but not store and/or download confidential or restricted data when technically feasible on their personally owned device.
- d) Users are responsible for backing up their personal data, settings, media, and applications on their personally owned device.
- e) Users should be aware that some personally owned devices may require the purchase of a software application and corresponding software license and/or subscription, to allow the device to comply with County and/or Department policy and/or standards, and that they may be responsible for all costs of required software applications.
- f) Users are responsible for maintaining their personally owned device with the manufacturer's security and operating system updates. Access may be denied to County data if devices do not meet minimum patch levels
- g) Users will not install software on their personally owned device that bypasses the "rooted" will not be allowed to access County technology resources.
- h) Users should use the built-in encryption feature on their personally owned device when available.
- i) Users should remove Department data from their personally owned device, prior to removing access to County technology resources or data, leaving county employment, or disposing of their personally owned device.
- j) Users should be aware that it is their responsibility to immediately report a lost or stolen personally owned device that was used to access County technology resources to their manager/supervisor and Department Technology Liaison. Users should be aware that if their personally owned device is lost or stolen, their personally owned device will attempt to be remotely wiped of all County data.
- k) Users should be aware that is their responsibility to setup their individual cellular plan with their provider and to pay all or a portion of the charges incurred, in accordance with applicable law. Any service or billing issues with the cellular or data provider may be the user's sole responsibility and obligation.
- l) Physical Protection: Unattended mobile devices must be physically stored in a safe and secured manner.

## 2. County Owned Devices

- a) The Data Owner retains the right of ownership to all data created or stored on mobile devices in support of County business.

- b) Use of a mobile device to work on or access County technology resources and data must be first approved by the User's supervisor/manager based on its benefit to Department operations.
- c) County will install MDM security controls to manage the County owned mobile device.
- d) Right to IT Resource Monitoring: The IT Department has the right to monitor any and all aspects of County data access and use from mobile devices.
- e) Physical Protection: Unattended mobile devices must be physically stored in a safe and secured manner.
- f) Users of mobile devices accessing or storing County data must comply with all applicable local, state and federal laws related to the use of mobile devices.
- g) Data Security Measures: All users of mobile devices must employ security measures in accordance with County IT standards.
- h) County issued mobile devices must enable a screen lock and full device encryption.
- i) Disposition: Departments must ensure that prior to reuse, recycle, or disposal of any mobile device, that County data is removed. Any mobile device assigned to an employee no longer employed by the county that was used to access or store County data must be remotely wiped of all data. Loss or Theft: The loss or theft of any mobile device used to access, or store Department data must be reported as soon as possible to the User's manager/supervisor, Information Security Representative or IT Department. Departments must ensure that the IT Department is informed.

#### R. Information Security Incident Management

This section establishes requirements for reporting and responding to information security events and vulnerabilities.

##### 1. Information Security Incident Reporting

- a) Users must immediately report any known or suspected Information Security Incident (e.g., virus/worm attacks, actual or suspected loss or disclosure of confidential data) or system vulnerability to their manager/supervisor and Information Security Representative. Departments must ensure that the IT Department is informed.

The above requirement does not authorize or condone an intentional search for system weaknesses and/or malfunctions.

##### 2. Information Security Incident Response

The IT Department must have a current documented working plan for reporting on, responding to, recovering from and preventing recurrence of information security incidents. The plan must be labeled Confidential and distributed on a need-to-know-basis.

The plan must incorporate the following practices:

- a) Collection and protection of evidence, to include a chain-of-custody;
- b) Documentation of information security incidents;



- c) Implementation of remediation strategies;
- d) Notification to the County or Departmental Privacy Officer of information security incidents involving actual or suspected loss or disclosure of electronic protected health information (ePHI);
- e) Notification to the Data Owner of information security incidents involving actual or suspected loss or disclosure of personal information;
- f) Reporting to the Chief Information Security Officer (CISO) and/or authorized designee and
- g) Application of lessons learned from incidents.

S. Security Awareness Training

Security awareness training is designed to educate users of their responsibilities to protect County technology resources and data, and to provide the knowledge and skills necessary to fulfill IT security responsibilities for the Rowan County.

1. Users must be made aware of County and any Department information and technology security policies and their security responsibilities, prior to accessing County technology resources and data.
2. IT Department and Data Owners will ensure Users receive appropriate security awareness training and education relevant to their assigned job function, addressing topics including:
  - a) appropriate use of County technology resources and data;
  - b) responsibilities to report and/or respond to Information Security incidents;
  - c) incident response procedures;
  - d) expectation of privacy;
  - e) right to monitor;
  - f) ownership and classification of data;
  - g) personally owned devices; and
  - h) virus, ransomware and malicious code protection.
3. Users will have their security awareness training not less than every two years or upon a change in their access to County technology resources and data.
4. As applicable, users must be informed of updates and/or changes to County Technology Use and Security Policies.
5. Users must be provided periodic reminders that cover general security topics.
6. Records of user security awareness training must be documented and maintained by the Department Director, Information Security Representative or Designee.

## 9.19 Social Media

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary, Interns, Volunteers	✓	Employees of Board of Elections Office	✓

### B. Roles and Responsibilities

1. Rowan County Information Technology (IT) is responsible for managing the official County social media accounts.
2. Departments are responsible for creating and moderating their own social media accounts. A social media moderator (moderator) is defined as any employee or agent of a Rowan County department who is assigned to post, share, or monitor content through the department's social media account(s).
3. To open a departmental social media account, the designated moderator must complete the Social Media Account Request Form, which states that the moderator will abide by the rules and guidelines stated in this policy.

### C. Acceptable Use

All use of social media networking sites by County employees and persons communicating as an agent of Rowan County will comply with applicable state, federal and local laws, regulations and County policies. This includes adherence to established laws and policies regarding copyright, records retention, North Carolina's public records law, First Amendment, privacy laws, and Rowan County acceptable use and information sensitivity and security policies. All social media is governed by these policies laws and policies, as well as the policies outlined in this document.

### D. Rowan County Branding

Social media account profiles will identify the account as representing Rowan County and will make clear which agency or department the account supports. Account profiles may use the County logo or department branding image as the profile image. The profile image will properly represent the department and be easily recognizable.

### E. Public Rules and Disclaimer

All Rowan County social media accounts must provide a link to our Public Rules & Disclaimer which states:

1. Representatives of Rowan County Government communicate via this site. Consequently, any communication via this site (whether by a government employee or the general public) is subject to the North Carolina Public Records Law and may be subject to monitoring and disclosure to third parties.
2. We value your comments and questions and encourage you to utilize our online Feedback Form through the County's website. Feedback that includes citizen complaints or comments must be maintained based on the General Records

Retention and Disposal Schedule; Standard 1, Item 17 specifies a one-year retention schedule for records of this nature.

3. This page is not intending to create a public forum and Rowan County reserves the right to remove comments entirely if they violate our decency policies or are outside of the topics or information provided within this page. We will not remove or censor comments because they are critical of a department, county officials, or any other aspect of county government or because a moderator personally disagrees with them. However, moderators are allowed to delete inappropriate comments if they are vulgar, threatening, libelous, or harassing. Further, Rowan County also reserves the right to delete comments that contain the following:
  - a) Spam, advertising or links to other sites
  - b) The promotion of any illegal activity
  - c) Promotions for any particular services, products, or political organizations
  - d) Copyrighted or trademarked material
  - e) Personally identifiable information such as an address, phone number, social security number, or other sensitive information.

F. Public Records: Public Comments and Record Retention

1. Like email, communication via government-related social networking sites is a public record. This means that both the posts of the employee administrator and any feedback by other employees or nonemployees, including the public, become part of the public record if they are posted on the county's social media page(s).
2. Moderators who receive messages through the private message service offered by some social media sites, including direct messages, should encourage users to contact the appropriate department or employee using a County-issued email address or website link. Any private messages received through a social media account should be treated the same as constituent emails and, therefore, as public records. As best practice, moderators or authorized staff members should reply using their county government email account whenever possible.
3. Information posted on any of the County's social media accounts, regardless of who posted it, may be considered a record of public information as defined under the North Carolina's public records law. There is not, neither should there be, any expectation of privacy with any social media postings on the County's site(s).
4. All employees are required to assume responsibility for public records and comply with the retention period under the NC General Statutes. Any department with a social media account should contact Rowan County Information Technology to set up a retention schedule and system.
5. It is especially important NOT to remove or censor comments because they are critical of a department, county officials, or any other aspect of county government or because a moderator personally disagrees with them. However, moderators are allowed to delete inappropriate comments if they are vulgar, threatening, libelous, or harassing. Further, Rowan County also reserves the right to delete comments that contain the following:
  - a) Spam, advertising or links to other sites
  - b) Contains personally identifiable information
  - c) The promotion of any illegal activity

- d) Promotions for any particular services, products, or political organizations
- G. Official Rowan County Social Media Accounts  
Officially, Rowan County has two social media profiles, which are managed by the IT Department:  
Twitter - <http://twitter.com/rowancountync>  
Facebook - <http://www.facebook.com/RowanCountyNC>

## Section 10 – Employee Relations

## 10.1 Annual Performance Evaluations

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary		Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds		PT, Seasonal, Temporary		Employees of Board of Elections Office	✓

B. For probationary period performance evaluation requirements, refer to [Policy 3.10 New Employee Probation](#).

C. The Department Director and/or their designee shall determine the job standards for each position. The Supervisor shall communicate an understanding of these standards to each employee.

D. Full-Time and Part-Time Non-Probationary Employees

1. Evaluation of non-probationary full-time or part-time benefited employees shall be recorded on the established County performance evaluation form.
2. Annual performance evaluations are due to Human Resources by June 15. It is essential that Department Directors and/or their designee adhere to this deadline in order for eligible employees to receive longevity/merit pay.
3. The employee's immediate supervisor is responsible for conducting the performance appraisal. This supervisor is required to discuss with every employee, in private, his or her performance appraisal. At this interview, the supervisor will offer suggestions that will aid the employee in improving work performance.
4. Employees are requested to sign the performance appraisal form and a copy may be provided for their personal records upon their request. The original must be filed in Human Resources. Should the employee refuse to sign the form, it should be noted and signed by the supervisor.
5. The Department Director and/or their designee and the supervisor shall emphasize and maintain the confidentiality of each performance review.

E. Performance appraisals are not eligible for appeal.

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## 10.2 Conflict Resolution Process

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. Conflict resolution is an informal process whereby full-time non-probationary and part-time benefited non-probationary employees resolve workplace disputes that do not involve allegations of any of the following:
1. a violation of a County policy a violation of a state or federal law, rule or regulation; fraud; misappropriation of County resources; substantial and specific danger to the public health and safety; gross mismanagement, gross waste of monies, or gross abuse of authority; alleged safety or health hazards including unsatisfactory facilities, surroundings, materials, or equipment (for these types of complaints, refer to [Policy 10.3 Reporting Immoral, Unethical, and Illegal Activities or Violations of County Policies](#)); or
  2. dissatisfaction with an action of demotion; suspension without pay; dismissal; or an allegation of discrimination/harassment (including sexual harassment). For these types of complaints, refer to [Policy 11.6 Employee Appeals for Non-DSS and Health Department Employees](#) or [Policy 11.7 Employee Appeals for DSS and Health Department Employees](#).
- C. Types of conflicts handled through this process, which are not eligible for appeal, include but are not limited to:
1. dissatisfaction with a supervisor;
  2. problems with a co-worker(s);
  3. dissatisfaction with a performance appraisal;
  4. disagreement with a disciplinary action that does not involve a suspension with pay; a demotion; or dismissal;
  5. denial of a requested working schedule or location;
  6. denial for a request for time off;
  7. dissatisfaction with pay or benefits;
  8. disagreement with an established County policy or departmental procedure;
  9. dissatisfaction or disagreement with an assignment or job responsibilities; or
  10. any other matters that are within the normal scope of supervisory responsibilities.
- D. Conflict Resolution Procedure
1. Employees should bring to the attention of their supervisor any work-related problems as soon as possible after they arise.
  2. If attempts to resolve the issue with the immediate supervisor are unsuccessful, the employee should proceed within the departmental administrative chain until the conflict is resolved or reaches the Department Director and/or their designee.
  3. Employees do not have a right to representation by a third-party during the conflict resolution process.
  4. Informal conflicts will ultimately be decided upon by the Department Director and/or their designee.
- E. It is not the intent of the Human Resources Director to assume the normal scope of supervisory responsibilities for non-HR employees unless he/she is advised of an alleged violation of a County policy or an alleged illegal practice. Therefore the Human Resources Director's role in the informal conflict resolution process is primarily advisory in nature as follows:
1. employees may contact the Human Resources Director to determine if their workplace conflict rises to the level of a formal appeal, determine if any



employment rights are being violated, obtain information about applicable policies, and/or obtain information about additional available resources such as the Employee Assistance Program.

2. Department Directors and/or their designee may contact Human Resources for any information or resources needed to help resolve the conflict. Department Directors and/or their designees are highly encouraged to utilize the services of the [Employee Assistance Program](#) for informal conflict resolution resources. They may also request that the Human Resources Director assist in the mediation of the conflict.

### 10.3 Reduction in Force

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Separation of employees through a reduction in force should not occur until management has evaluated alternatives. Therefore a reduction in force decision should be reached only after measures such as a hiring freeze on vacant positions, limits on purchasing and travel, retirement options, and work schedule alternatives have been reviewed.
- C. In determining which positions will be subject to a reduction in force, temporary and non-benefited part-time employees in the areas of the reduction in force may be separated from employment prior to the effective date of the reduction in force. These employees would not be considered part of the reduction in force.
- D. A reduction in force necessarily compels a thorough evaluation of the accomplishments of specific programs, the need for particular positions, and the relative value of specific employees so that a department can provide the highest level of service possible with a reduced work force. The determination as to the retention or separation of a particular employee should include an evaluation of length of service, skills, education, experience, work performance, and organizational needs.
- E. Guidelines for reduction in force would include, in addition to or in lieu of other factors, the following criteria:
  1. determination of the number of positions that must be deleted to meet the established goal;
  2. the feasibility of eliminating entire programs or parts of programs;
  3. identification of areas where the number of positions must be reduced or eliminated;
  4. identification of the classification of positions to be eliminated to determine whether personnel can be interchanged with other work units;
  5. the needs of the department to deliver services;

6. exploration of measures that would avoid the involuntary separation of employees;
  7. documentation of steps followed in reduction in force; and/or
  8. an impact analysis of proposed reduction in force on the department's workforce demographics.
- F. Following the County Manager's decision, Human Resources will inform the affected employees in writing of their impending dismissal due to a reduction in force including the scheduled date of separation, benefits, instructions regarding scheduling an exit interview, and their appeal rights.
- G. Employees affected by the reduction in force will receive a thirty (30) calendar-day notice plus four (4) weeks of severance pay. The Department Director and/or their designee may request the thirty (30) day notice be waived and the employee paid for that period of time. If the employee is currently on the health care insurance program they will continue to receive the same benefit for a maximum of ninety (90) calendar days from the date of termination. Employees will receive their accumulated vacation leave. Sick leave will be reinstated if re-employed in any County department within three (3) years or the employee may elect to transfer sick leave within the three (3) year period to another governmental entity who has agreed to accept the transfer of unused sick leave. Employees may also utilize the [Employee Assistance Program \(EAP\)](#) for a period of time following their separation.
- H. Human Resources may provide outsource assistance to separated employees who wish to seek employment in the private sector. Such assistance will typically include resume preparation, interviewing skills, and coordination with the [Employment Security Commission](#).
- I. Dismissals of regular employees as a result of a reduction in force are eligible for appeal in accordance with [10.5 Employee Grievance/Appeal Policy \(Non-DSS and Health Department Employees\)](#) or [10.6 Employee Grievance/Appeal Policy \(DSS and Health Department Employees\)](#).

## 10.4 Employee Discipline

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	

- B. While the policy does not apply to non-regular benefitted employees, it is recommended that these employees be counseled concerning their job performance and future employment with the County and duly documented.
- C. The County recognizes that it is important that disciplinary action be administered in as near a uniform manner as possible. Therefore training will be conducted for all

supervisors on the proper use of the disciplinary policy and other employment matters through the Employee Relations Training Program offered by Human Resources.

- D. Employees shall not be disciplined or dismissed, except for just cause. When just cause exists, employees may be warned, demoted, suspended without pay, or dismissed by the County Manager, DSS Director, or Health Department Director and/or their designee as applicable. The degree and type of action taken shall be based upon sound judgment and in accordance with the provisions of this policy.
- E. Employees do not have a right to representation by an attorney or any other third-party during any step of the disciplinary process. However employees who are dismissed and deemed eligible to file an appeal have a right to representation at a hearing, if requested, in accordance with [Policy 11.6 Employee Appeals \(Non-DSS and Health Department Employees\)](#) and [Policy 11.7 Employee Appeals \(DSS and Health Department Employees\)](#).
- F. There are two established reasons for disciplinary action:
  - 1. Unsatisfactory Job Performance
    - a) requires both a first and a final written warning before dismissal may occur;
    - b) is defined as any work-related performance that fails to meet job requirements as specified in the job description or as directed by the employee's immediate supervisor(s) and/or Director. Some examples include, but are not limited to: careless errors, poor quality, un-timeliness, failure to follow policies, instructions or procedures, insufficient quality or quantity, excessive absenteeism (whether or not these absences are covered by available leave), failure to request leave in advance, inability to get along with employees or the public, or any other type of performance-related activity deemed unsatisfactory by the employees immediate supervisor and/or Director.
  - 2. Unacceptable Personal Conduct
    - a) does not require any previous disciplinary action before dismissal can occur (a first or final written warning is optional and at the sole discretion of the Director);
    - b) may be created by intentional or unintentional acts;
    - c) is defined as follows:
      - 1) conduct on or off the job that is related to the employee's job duties and responsibilities for which for which no reasonable person should expect to receive prior warnings;
      - 2) conduct that constitutes violation of a State or federal law;
      - 3) discrimination, harassment, or sexual harassment;
      - 4) the willful violation of work rules, policies, or procedures;
      - 5) conviction of a felony that is detrimental to or impacts the employee's service to the County;
      - 6) the willful violation of work rules, policies, or procedures;
      - 7) conduct unbecoming an employee that is detrimental to the County's service;
      - 8) the abuse of client(s), patient(s), or a person(s) over whom the employee has charge or to whom the employee has a

- responsibility; or of an animal owned in the custody of the County;
- 9) falsification of an employment application or other employment document;
- 10) insubordination (willful failure or refusal to carry out an order from an authorized supervisor or County administrator);
- 11) absence from work after all authorized leave credits and benefits have been exhausted (unless granted a leave of absence);
- 12) failure to maintain or obtain credentials or certifications; and/or
- 13) grossly inefficient job performance that results in:
  - i. death or serious harm or the creation of the potential for death or serious harm to a client(s), an employee(s), members of the public, or to a person(s) over whom the employee has responsibility; or
  - ii. the loss of or damage to agency property or funds that result in a serious impact on the County or the department.
- d) Some examples of unacceptable personal conduct include, but but are not limited to: inappropriate workplace behavior such as horseplay, abusive, offensive, or threatening language toward others; fighting; or exhibiting behavior, attitude, demeanor, speech, or verbal/written communications that adversely affects the employee's performance of duties, reflects badly upon the supervisor and/or the department, causes others to question the employee's or department's ability to perform departmental functions, or in any way exhibiting a lack of respect for the chain of command.

#### G. Types of Discipline

##### 1. Verbal Warning

Before issuing a written warning, Supervisors and/or Directors may consider giving an employee a verbal warning depending upon the seriousness of the infraction. Verbal warnings are not required to be placed in an employee personnel file; but may be included if further disciplinary action is necessary. Verbal warnings are not required before proceeding to further disciplinary action and are issued at the sole discretion of the County.

##### 2. First Written Warning

- a) A first written warning must include all of the following information:
  - 1) a statement that it is a written warning, and not some other non-disciplinary process such as counseling;
  - 2) specific issues that are the basis for the warning;
  - 3) specific corrections, if applicable, that must be made to address these specific issues;
  - 4) the time frame allowed for making the required corrections (immediate correction is required for unacceptable personal conduct or grossly inefficient job performance);
  - 5) the consequences of failing to make the required corrections.

##### 3. Final Written Warning

- a) A final written warning must include all of the following information:
  - 1) a statement that it is a final written warning, and not some other non-disciplinary process such as counseling;

- 2) specific issues that are the basis for the warning;
- 3) specific corrections, if applicable, that must be made to address these specific issues;
- 4) the time frame allowed for making the required corrections (immediate correction is required for unacceptable personal conduct or grossly inefficient job performance);
- 5) the consequences of failing to make the required corrections.

#### 4. Dismissal

- a) Before the decision to dismiss is made, the Department Director and/or their designee shall consult with the Human Resources Director to ensure that all policies are followed.
- b) After consultation with the Human Resources Director, the Director and/or their designee and the employee's supervisor (s) shall conduct a pre-disciplinary conference. No attorneys or other such representatives for either party shall be present at this conference. During this conference, the specific reason for the proposed dismissal shall be discussed. It is recommended to allow the employee to respond to the specific reason for the proposed dismissal. In some cases this may affect the Department Director and/or their designee's decision on whether or not to dismiss the employee.
- c) At the end of the conference, the Department Director may decide to proceed with dismissal, decide dismissal is not warranted, decide that a different course of disciplinary action should occur, or decide that more time is needed to make a decision.
- d) If the decision is made to dismiss the employee, the employee must be given a written dismissal notice that contains the specific reasons and the employee's right of appeal.
- e) Upon dismissal, the Department Director and/or their designee will be responsible for collection of issued equipment, uniforms, I.D. badges, keys, etc.

#### 5. Optional Disciplinary Actions

##### a) Demotion

- 1) An employee may be demoted as a disciplinary measure at the sole discretion of the County as follows:
  - for unsatisfactory job performance (so long as the employee has received at least one prior written warning); or
  - for personal conduct, including grossly inefficient job performance (no prior disciplinary action is required).
- 2) Disciplinary demotions may be accomplished in three ways:
  - the employee may be demoted to a lower pay grade with a reduction in salary as long as the new salary does not exceed the maximum of the salary range for the new lower pay grade;
  - the employee may be demoted to a lower pay grade without a reduction in salary as long as the new salary does not

exceed the maximum of the salary rate for the new lower pay grade; or

- the employee may be demoted while retaining the same pay grade with a reduction in salary.

- 3) In no event shall an employee's salary be reduced to less than the minimum for the applicable pay grade.
- 4) Prior to the decision to demote an employee for disciplinary reasons, the immediate Supervisor(s) and Department Director shall conduct a pre-disciplinary conference with the employee. No attorneys or other such representatives for either party shall be present at this conference. During this conference, the specific reason for the proposed demotion shall be discussed. It is recommended to allow the employee to respond to the specific reason for the proposed demotion. In some cases this may affect the Department Director and/or their designee's decision on whether or not to demote the employee.
- 5) At the end of the conference, the Director may decide to proceed with demotion, decide not to proceed with demotion, decide that a different course of disciplinary action should occur, or decide that more time is needed to make a decision.
- 6) If the decision is made to demote the employee, the employee must be given a written demotion notice that contains the specific reasons and the employee's right of appeal.

b) Suspension Without Pay

- 1) An employee may be suspended without pay as a disciplinary measure at the sole discretion of the County as follows:
  - for unsatisfactory job performance (so long as the employee has received at least one prior written warning); or
  - for personal conduct, including grossly inefficient job performance (no prior disciplinary action is required).
- 2) Prior to the decision to suspend an employee without pay for disciplinary reasons, the immediate Supervisor(s) and Department Director shall conduct a pre-disciplinary conference with the employee. No attorneys or other such representatives for either party shall be present at this conference. During this conference, the specific reason for the proposed suspension shall be discussed. It is recommended to allow the employee to respond to the specific reason for the proposed suspension. In some cases this may affect the Department Director and/or their designee's decision on whether or not to suspend the employee.
- 3) At the end of the conference, the Department Director and/or their designee may decide to proceed with suspension, decide not to proceed with suspension, decide that a different course of disciplinary action should occur, or decide that more time is needed to make a decision.

- 4) If the decision is made to suspend the employee without pay, the employee must be given a written suspension notice that contains the specific reasons and the employee's right of appeal.
- 5) All unpaid suspensions shall be for no less than one full work day, but not more than two full work weeks.

## 10.5 Employee Grievance/Appeal Policy (Non-DSS and Health Department Employees)

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary		Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary		Employees of Board of Elections Office	

### B. This policy provides a procedure whereby full-time non-probationary and part-time benefited non-probationary employees may be heard regarding the following actions without fear of interference, coercion, restraint, discrimination or reprisal:

1. suspension without pay;
2. demotion;
3. dismissal; or
4. discrimination/harassment (including sexual harassment).

### C. This policy applies to all full-time non-probationary and part-time benefited non-probationary employees with the following exceptions:

1. the County Manager, County Attorney, Tax Collector, Tax Assessor, Clerk to the Board, Elections Director, or the Soil and Water Director;
2. employees of the Sheriff's Office or of the Register of Deed's Office;
3. employees of the Department of Social Services and the Health Department DSS and Health Department employees shall refer to [Policy 11.6 Employee Grievance/Appeal Policy \(DSS and Health Department Employees\)](#).

### D. Step 1 – Appeal to the Human Resources Director

1. An eligible employee (or a former eligible employee who has been dismissed) who wishes to appeal a demotion, suspension without pay, dismissal, or a claim of discrimination/harassment (including sexual harassment) may submit a Request for Appeal Form to the Human Resources Director within fifteen (15) working days after the date of the action.
2. If needed, the Human Resources Director may conduct investigational meetings with all concerned parties. The Human Resources Director will inform the Department Director and/or their designee and the employee within ten (10) working days of his/her recommendations. The deadline may be extended with the approval of the County Manager if more time is necessary to complete the investigation.
3. If the Human Resources Director fails to meet this deadline, the employee may



advance to Step 2.

E. Step 2 – Request for a Hearing

1. If the employee is not satisfied with the decision in Step 1, he/she may request their matter be heard by a hearing panel.
2. The employee shall submit the Request for Hearing Form to the County Manager within fifteen (15) working days from the receipt of the decision of the Human Resources Director.
3. Upon receipt of an eligible request for a hearing, the County Manager and the Human Resources Director shall appoint an impartial hearing panel in accordance with established procedures and shall schedule a hearing to be conducted within fifteen (15) working days. An extension to this deadline may be approved by the County Manager if deemed necessary in order to properly conduct the hearing.
4. The employee and the hearing panel members shall be provided with a copy of the hearing procedures prior to the hearing.
5. The hearing shall be public and each party shall have the option to be represented by an attorney. The hearing shall be recorded so that a record may be prepared and forwarded to Superior Court upon request.
6. The hearing panel shall make a recommendation to the County Manager within five (5) working days from the adjournment of the hearing.
7. The County Manager shall render a written decision within five (5) working days from the receipt of the hearing panel's recommendations.
8. The County Manager's decision shall be final.
9. The existence of this appeal procedure does not preclude any individual from pursuing any other remedies available under law.

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## 10.6 Employee Grievance/Appeal Policy (DSS and Health Department Employees)

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board		FT/PT Benefited Probationary		Employees of Sheriff's Office	
Directors of Health, Social Services, Elections, and Soil and Water		FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	
Sheriff and Register of Deeds		PT, Seasonal, Temporary		Employees of Board of Elections Office	

B. This policy provides a procedure whereby full-time non-probationary and part-time benefited non-probationary employees who are covered under N.C.G.S. Chapter 126 of the State Human Resources Act (DSS and Health Department employees only) may be heard regarding the following actions without fear of interference, coercion, restraint, discrimination or reprisal:

1. suspension without pay;
2. demotion;
3. dismissal; or
4. discrimination/harassment (including sexual harassment).

C. Step 1 – Appeal to the Human Resources Director

1. An eligible employee (or a former eligible employee who has been dismissed) who wishes to appeal a demotion, suspension without pay, dismissal, or a claim of discrimination/harassment (including sexual harassment) may complete a Request for Appeal Form and submit it to the Human Resources Director within fifteen (15) working days after the date of the action.
2. If needed, the Human Resources Director may conduct investigational meetings with all concerned parties. The Human Resources Director will inform the Department Director and/or their designee and the employee within ten (10) working days of his/her recommendations. The deadline may be extended with the approval of the Department Director and/or their designee if more time is necessary to complete the investigation.
3. If the Human Resources Director fails to meet this deadline, the employee may advance to Step 2.

D. Step 2 – Request for a Hearing

1. If the employee is not satisfied with the decision in Step 1, he/she may request their matter be heard by a hearing panel.
2. The employee shall submit the Request for Hearing Form to the County Manager within fifteen (15) working days from the receipt of the recommendations of the Human Resources Director.
3. Upon receipt of an eligible request for a hearing, the County Manager and the Human Resources Director shall appoint an impartial hearing panel in accordance with established procedures and shall schedule a hearing to be conducted within fifteen (15) working days. An extension to this deadline may be approved by the County Manager if deemed necessary in order to properly conduct the hearing.
4. The employee and the hearing panel members shall be provided with a copy of the hearing procedures prior to the hearing.
5. The hearing shall be public and each party shall have the option to be represented by an attorney. The hearing shall be recorded so that a record may be prepared and forwarded to Superior Court upon request.
6. The hearing panel shall make a recommendation to the Department Director and/or their designee within five (5) working days from the adjournment of the hearing.
7. The Department Director and/or their designee shall render a written decision within five (5) working days from the receipt of the hearing panel's recommendations.
8. The Department Director and/or their designee's decision shall be final.
9. The existence of this appeal procedure does not preclude any individual from pursuing any other remedies available under law.

## Section 11 – Safety

## 11.1 Statement of Policy

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the policy of the County to provide safe working conditions, personal protective equipment (PPE) as required, safe equipment, proper job instructions, adequate supervision and frequent review of working practices to assure that employees can perform their jobs safely and productively.
- C. Workplace accidents place an unnecessary financial burden on taxpayers. Most accidents can be prevented by training, common sense, and diligence from employees and supervisors. Therefore it is the responsibility of each employee, and especially those in a supervisory capacity, to ensure that work is planned, performed, and supervised with safety in mind, and that all necessary safety requirements are in place.
- D. It is the policy and intention of the County that a comprehensive safety program will be followed.
- E. In support and recognition of the importance of a vigorous safety program, the Risk Manager is hereby directed to implement a comprehensive safety program in accordance with the The County Safety Guidelines.

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## 11.2 Personal Protective Equipment Program

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. OSHA Standard 1910.132

"Protective equipment including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices and protective shields and barriers, shall be provided, used and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the functions of any part of the body through absorption, inhalation or physical contact."

C. General Policy Statement

The County, in compliance with state and federal guidelines concerning personal protective equipment and for the protection of its employees, shall develop a personal protective equipment program, which shall operate under the guidelines contained herein.

D. Personal Protective Equipment (PPE) Program Guidelines

1. Scope

- a) This program shall apply to those employees exposed to hazards while on or off County property while engaged in County business within the scope of their prescribed duties.
- b) The Personal Protective Equipment Program shall consist of the following elements:
  - 1) responsibilities of Risk Management, Directors/Supervisors, and employees;
  - 2) hazard assessment and PPE selection;
  - 3) employee training;
  - 4) cleaning and maintenance of PPE; and
  - 5) documentation.

E. Responsibilities of Risk Management

1. Responsibilities of Directors and/or Supervisors

- a) Directors and/or Supervisors have the primary responsibility for implementing and enforcing PPE use in their work area. This involves:
  - 1) providing appropriate PPE and making it available to employees;
  - 2) ensuring that employees are trained on the proper use, care, and cleaning of PPE;
  - 3) ensuring that employees properly use and maintain their PPE and follow The County's PPE policies and procedures;
  - 4) notifying Risk Management when new hazards are introduced or when processes are added or changed; and
  - 5) ensuring that defective or damaged PPE is immediately disposed of, repaired, or replaced.

2. Responsibilities of Employees

- a) The PPE user is responsible for following the requirements of the PPE Program. This involves:
  - 1) properly wearing PPE as required;
  - 2) attending required training sessions;
  - 3) properly caring for, cleaning, maintaining, and inspecting PPE as required;
  - 4) following the County's PPE policies and procedures; and
  - 5) informing the supervisor of the need to repair or replace PPE.

- 3. Failing to utilize protective equipment issued by the County in situations requiring such equipment may result in disciplinary action up to and including dismissal in accordance with [10.4 Employee Discipline](#).

### 11.3 Bloodborne Pathogens

#### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Bloodborne pathogens are disease-causing micro-organisms that may be present in human blood, tissues, or bodily fluids. The Occupational Safety and Health Administration (OSHA) has adopted a Standard ([29CFR 1910.1030](#)) that is intended to protect workers from Bloodborne pathogens such as the Hepatitis B Virus (HBV) and the Human Immunodeficiency Virus (HIV) or AIDS.
- C. The County seeks to protect its employees from the occupational acquisition of communicable diseases. Employees, volunteers, students, trainees, and observers whose job functions might involve the potential of occupational exposure to blood or body fluids as a result of contact with patients and clients must follow The County's [Exposure Control](#) Plan. All employees are expected to follow this policy whether care is provided in a County department, home laboratory, or in the community. The blood and body fluids of others will be treated as potentially infected. Universal precautions will be followed. It is the responsibility of the employee to follow all precautions including use of PPE (Personal Protective Equipment). Willful violations of the Exposure Control tenets or negligence may result in disciplinary action up to and including dismissal in accordance with [10.4 Employee Discipline](#). Any exposure must be reported immediately to the supervisor.
- D. Hepatitis B Vaccinations
1. As a part of a comprehensive safety program, the County shall make the Hepatitis B vaccination series available to all employees whose job functions might involve the potential of occupational exposure. Post-exposure evaluation and follow-up shall be given to all employees who have an exposure incident.
  2. The County has deemed certain positions to potentially encounter an occupational exposure. All employees performing such job functions must begin receiving the vaccine series within ten (10) working days of initial assignment unless the employee has previously received the complete Hepatitis B vaccine series, antibody testing has revealed that the employee is immune, or the vaccine is contradicted for medical reasons.
  3. If the employee initially declines the Hepatitis B vaccine, the County shall require the employee to complete the [Waiver for Hepatitis B Vaccine Form](#) in compliance with [OSHA Standard 1910.1030](#). The completed form will be kept in the employee's medical file in Human Resources. If at a later date, while still covered under OSHA 1910.1030, the employee decides to accept the vaccination, the County shall make it available at that time. The employee will be required to provide a completed authorization form for each visit to the The County Health

Department in order to receive each dosage of the Hepatitis B vaccine series. There is no charge to the employee or the department.

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## 11.4 Driver Qualifications and Responsibilities

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. In keeping with the County's commitment to creating and maintaining a safe environment for County employees and the general public, this policy sets forth minimum standards for drivers of County vehicles and employees who drive private vehicles to carry out County business. All employees who operate motor vehicles on County business are subject to the guidelines of the policy and are expected to do so in a safe and responsible manner, and adhere to all applicable motor vehicle laws.

### C. Authorized Use

1. The use of a County vehicle and equipment owned or leased by the County are for Official Use Only. The County has adopted the North Carolina General Statutes governing the operation of vehicles. [NCGS 14-247 Private Use of Publicly Owned Vehicles](#) states that it shall be unlawful for any officer, agent or employee of the state to use for any private purpose whatsoever any motor vehicle of any type or description whatsoever belonging to the state, or any county, or any institution or agency of the state. Vehicles and equipment will not be used for personal business or gain. Only authorized County employees or authorized contract personnel may drive or operate a County owned or leased vehicle, heavy equipment, tractor, mower, tools or other County property. The only passengers permitted are County employees, clients, contractors, contract personnel or other persons normally transported as a function of the mission of the departments. Employees whose positions necessitate taking County vehicles home should travel to and from their worksite by the safest, shortest route. Approved commuters are permitted the use of County vehicles assigned to them for:
  - 1) travel between work and home, or
  - 2) to obtain meals and other work-related necessities while on duty.
2. Ride along programs that are part of services provided to The County citizens (i.e. internships, senior projects, Leadership Rowan Project) are authorized as long as a waiver of liability is completed and each individual is fully aware of the risks of the "Ride Along Program".

### D. Driver Qualifications

1. As part of pre-employment screening, applicants for positions that routinely require operation of a motor vehicle will have their Motor Vehicle Records



(MVR) reviewed prior to hiring. Excessive traffic violations may disqualify the prospective employee. Current employees who routinely operate a motor vehicle on County business will have their MVR's routinely monitored through the North Carolina Department of Transportation "Transportation Notification System."

2. County employees who routinely (at least once per week) drive a County vehicle are required to report convictions of moving violations to their supervisor, who will inform the Risk Manager. This report is required whether or not the offense occurred on personal or county time. Further, any suspension, revocation, cancellation of an employee's driver's license or loss of qualification must be reported to the supervisor and the Risk Manager. The report must be in writing by close of business (COB) on the day the conviction or loss of privilege occurs. The supervisor will forward these reports to the Risk Manager by the COB on the following work day.

#### E. Driving Privileges

1. The County drivers that do not meet the driving standards will lose driving privileges. This policy applies to employees who drive a County or personal vehicle on County business. The following criteria shall be followed in determining an unacceptable driving record for job applicants and for the evaluation of existing County employees:
  - a) a current suspended, revoked, expired or otherwise invalid driver's license;
  - b) one (1) conviction of manslaughter or death by vehicle;
  - c) one (1) conviction of driving while intoxicated, impaired, or under the influence of drugs or alcohol within the last three (3) years;
  - d) willful refusal to submit to a blood or breath alcohol test within the last three (3) years;
  - e) two (2) convictions of driving while intoxicated, impaired, or under the influence of drugs or alcohol within the last five (5) years;
  - f) two (2) speeding violations of driving over 15 miles per hour at a speed higher than 55 mph in the last three (3) years;
  - g) two (2) convictions of reckless driving within the last three (3) years;
  - h) a combination of any three (3) or more moving violations or at-fault automobile accidents within the last three (3) years;
  - i) a combination of any two (2) or more moving violations or at-fault automobile accidents within the last year; and/or
  - j) currently operating a vehicle without insurance.
2. A conviction is based on a decision by a judge or an admission of guilt by signing the backside of the citation and paying the fine. The fact that a plea of nolo contendere was accepted or that a prayer for judgment or limited driving privileges was granted shall not affect the determination of an unacceptable driving record. An employee's driving record will be considered unacceptable and County driving privileges will be suspended during the period charges are pending a court decision.
3. An employee who loses County driving privileges will be subject to disciplinary action up to and including dismissal. An employee in a position for which driving constitutes an essential function and loses County driving privileges will be

dismissed if the Department Director and/or their designee determines that no other position is available.

F. Alcohol, Drugs, Tobacco, and Firearms Prohibited

Alcoholic beverages, tobacco products or any illegal drugs are not permitted in County vehicles at any time. Law enforcement personnel may transport lawfully confiscated alcoholic beverages or drugs. Firearms are also prohibited in County vehicles at any time unless controlled by a sworn law enforcement officer or an employee with a valid concealed carry permit.

G. Vehicle Safety

1. Vehicles, when left unattended for any reason, must have the keys removed, windows closed and the doors locked to prevent unauthorized use or theft of the vehicle or its contents. The employee shall remove and safely store equipment that cannot be adequately secured inside the vehicle to prevent theft of equipment.
2. To assure the safety of all personnel, safety belts must be worn by operators and passengers in all vehicles operated by the department at all times. The driver of the vehicle is responsible for insuring compliance by all occupants of the vehicle they are operating.
3. No person shall operate a department vehicle in which any safety belt in the driver's seating position is inoperable. No person shall be transported in a seating position in which the safety restraint is inoperable.
4. Employees are expected to refrain from using a cell phone while driving. Safety must come before all other concerns. If a call must be placed or taken, employees are required to pull off the road to a safe location to complete the call. If calls are regular and frequent in performing the duties of the position, hands-free equipment is highly recommended. County employees are prohibited from sending or receiving text or email messages while driving.

H. Maintenance and Repair

In the event of a mechanical breakdown or an auto accident, the vehicle should be towed to the County approved facility chosen by the County.

I. Vehicle Inspection Before Driving

Before operation, the driver will check the vehicle for any damage to the body or interior. All operators of County vehicles should check the tires to ensure that all tires have adequate tread and the tire pressure is maintained in accordance with vehicle specifications. Any defects that would affect the safe operation of the vehicle shall be reported to the driver's supervisor for correction before the vehicle is used.

J. Incidents and Accidents

1. All vehicle operators are required to report any accident or other event involving a County vehicle immediately, or as soon as possible, to their direct supervisor and the Risk Manager. In the event of an accident, the vehicle operator shall:
  - a) contact 911 for dispatch of law enforcement regardless of the extent of damages;
  - b) not discuss the circumstances of the accident with anyone other than the investigating officer, County Risk Manager, supervisor, or individuals conducting an internal investigation;
  - c) make no attempt to reach a settlement;
  - d) get the name, address, and phone number of all involved parties and

witnesses; and

- e) take photographs of the accident (i.e. all vehicle damages, skid marks, signage).

- 2. A County Vehicle Incident Report must be completed in its entirety by the employee immediately following the accident, or as soon as possible, and sent to the Risk Manager. If a police report is prepared, the driver and the supervisor or Department Director and/or their designee shall be responsible for getting a copy of the report and forwarding to the Risk Manager. If there is a serious injury, death, or property damage the Risk Manager and County Manager must be contacted immediately.

K. Post-Accident Drug Testing

As soon as possible after an accident, but no later than three (3) hours, the driver of the vehicle will take a drug test at an accredited facility chosen by the County. Failure to report for testing within three (3) hours after an accident may result in disciplinary action in accordance with [10.4 Employee Discipline](#). A seriously injured driver, who cannot provide a sample at the time of the accident, must provide necessary authorization for the County to obtain hospital or other records that would indicate the absence or presence of drugs and/or alcohol. Failure or refusal of a driver to be tested or to authorize the release of pertinent medical records will result in disciplinary action up to and including dismissal.

L. Defensive Driving Training

- 1. Each employee who is assigned a County vehicle or who drives a personal vehicle to conduct County business shall be required to attend defensive driving courses facilitated by the Risk Manager.
- 2. County employees involved in a preventable motor vehicle accident, while operating a County vehicle, may be required to take a driver refresher course. The course will be scheduled by the Risk Manager and conducted as necessary. Failure to satisfactorily complete the course may result in suspension of driving privileges in County vehicles.

M. Inclement Weather

In the event of inclement weather, when it is unsafe to operate a County vehicle due to snow, ice, sleet, high winds, etc., County vehicles may be grounded at the direction of the County Manager.

N. Employer Responsibilities

The Risk Manager will maintain a record of driving related information on drivers employed by the County, including the notices of conviction or disqualification. No supervisor may allow anyone to operate a County motor vehicle while under a disqualification. The Department Director and/or their designee may suspend an employee's privilege to drive County vehicles or operate equipment, if the Department Director and/or their designee determines the employee is unsafe or it is not in the best interest of the County for the employee to drive or operate equipment.

O. Conclusions

These regulations are of a serious nature and consequently could affect the ability of an employee to earn a livelihood. It is the responsibility of the supervisors to communicate these regulations to their employees.

## 11.5 Fit For Duty Policy

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. County employees are expected to report for work and remain at work in a condition to perform assigned duties and not under the influence of any substance which may impair performance. Safety sensitive employees shall not use alcohol within eight (8) hours before going on duty or operating a motor vehicle.
- C. An employee shall notify his/her Department Director and/or their designee if charged off the job for driving while impaired (DWI) or driving under the influence (DUI) or for the use, sale, or possession of a controlled dangerous substance within forty-eight (48) hours of the incident. The Department Director and/or their designee, in consultation with the Risk Manager, will investigate the incident and if it is found to have a direct relationship to the employee's job duties and responsibilities, appropriate action may be taken.
- D. Prescription or Over-The-Counter Drug Requirements for Safety-Sensitive Employees
1. In the interest of protecting employees and others, safety-sensitive employees must make sure that any prescribed drug or any combination of drugs being taken will not adversely impact their ability to perform assigned duties. The prescribing physician must approve the medications to ensure that the employee's job duties can be performed safely. This approval must be reported to the Risk Manager. Employees can obtain a Medication Approval Form from Risk Management. This form must be returned to Risk Management within seven (7) days from the date of return to work or from the start of taking the medication(s), whichever is earlier. If an employee or supervisor has any questions, the employee should contact the Risk Manager.
  2. Employees will be provided a copy of their job description for their treating physician and must additionally explain their job duties in depth to their doctor and ensure that use of prescribed medications will not pose a safety risk to themselves, other employees, or the general public.
  3. If the employee's use of prescription or non-prescription drugs has endangered the employee, other employees or the public, or has contributed to an accident, the employee may be subject to discipline, up to and including dismissal in accordance with [10.4 Employee Discipline](#).
  4. Side Effects  
Employees who experience side effects or do not feel fit for duty, regardless of medications or previous approvals, must consult their personal physician and immediately refrain from performing hazardous activities, including driving and working with machinery.
  5. Confidentiality of Records and Verification

Medication approval forms will be kept in the employee's confidential medical file located in Human Resources. Compliance with HIPPA regulations will be adhered to at all times.

E. Employees Suspected of Being Impaired

An employee who suspects that a co-employee may be under the influence of a substance which impairs performance should immediately notify his or her supervisor or some other member of management in order that the employee suspected of being impaired can be observed and evaluated by management and, if possible, medical personnel. For further information regarding Reasonable Cause or Suspicion Testing, refer to [9.15 Drug and Alcohol Policy](#).

## 11.6 Lockout/Tagout (LOTO)

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. It is the policy of the County to ensure a lockout or tagout is performed in accordance with [OSHA Standard 1910.147](#) before attempting any servicing or maintenance of machines/equipment in which the unexpected energization, start-up, or release of stored energy could cause injury to employees. Lockout is the preferred method, and will be used when possible, of isolating machines or equipment from energy sources.

C. Lockout/Tagout Procedures

1. Scope: this procedure covers the necessary safety precautions and procedures for servicing and maintenance of machines and equipment in which the unexpected energization or start up, or release of stored energy could cause injury to employees.
2. Purpose: this procedure covers the minimum requirements for lockout and/or tagout of energy isolating devices to protect employees from hazardous energy including electrical, mechanical hydraulic, pneumatic, or other energy. It will be used as a facility-wide general procedure for isolating all potentially hazardous energy (lockout/tagout) before employees perform any servicing and maintenance activities where unexpected energizations, start up or release of stored energy could cause injury. This procedure, when used in conjunction with the specific information recorded on the attached pages of this procedure, provides the necessary information for lockout/tagout.
3. Responsibility: the responsibility for seeing that this procedure is followed is binding upon all employees. All employees shall be instructed in safety significance of the lockout procedure by the Department Director and/or their designee. Each new or transferred affected employee shall be instructed by the

- director or supervisor tasked in the purpose and use of the lockout procedure.
4. Preparation for Lockout: employees authorized to perform lockout shall be certain as to which switch, valve, or other energy isolating devices apply to the equipment being locked out. More than one energy source (electrical, mechanical, or others) may be involved. Any questionable identification of sources shall be cleared by the employees with their supervisors. Before lockout commences, job authorization should be obtained.
  5. Sequence of Lockout Procedure
    - a) Only trained, authorized employees can lockout/tagout.
    - b) All affected and other employees working in or entering work areas where lockout/tagout is performed must be trained.
    - c) Determine all energy isolating devices requiring lockout/tagout to ensure effective control of hazardous energy.
    - d) Determine the type and magnitude of the energy and required controls.
    - e) Notify all affected employees of the plans to lockout/tagout.
    - f) Shutdown the equipment / process by normal procedures.
    - g) Locate the necessary energy isolating device(s) to equipment/process and operate them to isolate energy sources and affix lockout/tagout devices.
    - h) Relieve all stored or residual energy and take appropriate measures to ensure it does not reaccumulate. Affix lockout/tagout device as necessary.
    - i) Verify energy isolation and relief of stored energy after ensuring employees are not exposed and before beginning work. After start buttons are activated, press the stop button.
    - j) Perform the servicing and maintenance.
    - k) To safely restore machines, equipment or process to normal production operations, replace all guards and safety devices, remove all personnel, and remove all tools and equipment.
    - l) Notify affected employees.
    - m) Remove lockout/tagout devices (by authorized employee installing lockout/tagout devices).
  6. Lockout/Tagout Device Removal: when it becomes necessary to remove the lockout/tagout devices of an employee who is unavailable at the facility, it can be done only by an authorized employee. A "Turn over Report" must be completed prior when a lockout might need to be removed by another authorized employee.
  7. Group lockout/tagout: when a lockout/tagout job involves numerous lockout/tagout devices and many employees, a group lockout/tagout procedure may be used. A separate, special written procedure or permit is required.
  8. Contractors: all contractors must comply with the lockout/tagout procedures specified by an authorized employee. Authorized employees of the County must not violate the contractor's lockout/tagout.
- 

## 11.7 Confined Space

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. It is the policy of the County to comply with OSHA [Confined Space Standards](#) (1910.252, 1926.21, 1926.352, 1926.353, and 1910.146) and proposed NIOSH Standards.
- C. The Confined Space Policy describes the guidelines and procedures to be followed by employees when entering and working in confined spaces and to reduce the incidence of confined space accidents, injuries, and illnesses. The procedures and guidelines apply to all County employees (temporary, regular, part-time, and full-time) who, while performing their jobs, are exposed to or enter confined spaces. Visitors, vendors, contractors and any other non-employee will not be allowed to enter any confined space owned by the County unless a valid "Hold Harmless Agreement" is on file for such person(s) and all specified safety procedures have been covered.
- D. Detailed policy guidelines and procedures can be resourced in the Confined Space Policy Manual. Confined Space Policy Manuals are located at applicable County locations.

## 11.8 Emergency Action and Fire Plan

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County requires that during every emergency an organized effort be made to protect personnel from injury and to minimize property damage. All of the County's resources can be made available to respond to an emergency. Each Department Director and/or their designee must know what to do during an emergency and must be certain that employees understand their roles. The County's Master Emergency Response Plan (MERP) delineates lines of authority and responsibility for emergency response. In this context, a major emergency may be one of the following: a major loss to a building or facility; and emergency involves more than one building or facility; a situation in which a choice must be made in the assignment of relative levels of authority among emergency response groups; potential hazard to the surrounding community; threat; civil disturbances or alerts; natural disasters such as earthquakes, floods, or severe weather; and countywide electrical power or other utility failure.
- C. During response to such major events, if deemed necessary by the County Manager or the Emergency Services Chief, fire or police may be summoned, and the Director of



Emergency Services would take charge. The primary responsibility of the Emergency Services Chief is to ensure that priorities are established, that the response is appropriate and adequately implemented, and that the proper notifications are made. In most cases the direct involvement of local supervision and remedial action will be necessary. Adequate emergency response will be made at the county level, with support from fire, medical, protective services and other support organizations.

- D. The underlying philosophy of the emergency response plan is the recognition that each employee has a vital role and basic responsibility in the area of safety and emergency action. The only reasonable expectation is that at the onset of an emergency the initial response will be at the individual level.
- E. Levels of responsibility proceed downward from top management while action and response levels proceed upward from the first person involved. Don't be afraid to call outside assistance like police and firefighters. Dial 911. When the police, firefighters or paramedics arrive, they will take control of the situation. Notify management as soon as practical, which means after all immediate responses have been exercised.
- F. On-Scene Command
  - 1. The 911 Operator will dispatch the appropriate emergency response unit, based on the nature of the incident. An orderly transfer of responsibility is then made from the local building or facility organization to this responding unit. The examples listed below identify the most likely outside incident commander for the following types of emergencies:

Injury:	EMS Personnel
Fire:	Ranking Fire Officer
Civil Disturbance:	Ranking Police Officer
Chemical Spills:	Ranking Fire Officer, Special Toxic Clean up crew or alternate
Power Outage:	Electric Company personnel, or County Facilities
Mechanical Utility Failures:	County Facilities Management Department Supervisor or Designee
Department Personnel:	Management

- 2. In most emergencies the person who should be in charge is obvious. However an emergency might arise that requires the major involvement of more than one emergency-response group. In such a case the ultimate authority among those on the scene will be the Emergency Services Chief. In this event, the County Manager should be consulted for direction.
- G. Supervisory Responsibilities
  - 1. During an emergency, the supervisor must:
    - a) ensure that those under his or her supervision are familiar with the plan for the building, particularly the recommended exit routes and how to report an emergency;
    - b) render assistance to the person in charge during an emergency, as required;

- c) maintain familiarity with the shutdown procedures, if applicable, for all equipment used by those under his or her supervision;
- d) know the location and use of all safety equipment on his or her floor or area of responsibility;
- e) keep employees from reentering an evacuated area until reentry is deemed safe and is permitted by cognizant emergency personnel; and
- f) ensure that employees not involved in the emergency stay away from the scene and follow the instructions issued over the public address system or directly from the person in charge. The sounding of a fire bell or voice alarm (where fire bells are not installed) means immediate evacuation by the nearest exit. Employees must not reenter an area that they have evacuated until notified that it is safe to return.

#### H. Employee Responsibilities

1. Employees, other than emergency-response groups, involved in any emergency greater than a minor incident are expected to act as follows:
  - a) if there is threat of further injury or exposure to hazardous material, remove all injured persons, if possible, and leave the immediate vicinity. If there is no threat of further injury or exposure, leave seriously injured personnel where they are;
  - b) report the emergency immediately by phone to the 911 Operator. State what happened, the specific location, whether anyone was injured, and your name and phone number. Proceed with first aid or attempt to control the incident only if you can do so safely and have been trained in first aid or the emergency response necessary to control the incident;
  - c) show the ranking emergency-response officer where the incident occurred, inform him or her of the hazards associated with the area, provide any other information that will help avoid injuries, and do as he or she requests; and
  - d) during severe weather, such as tornadoes or violent thunderstorms, employees should retreat to central hallways, closets or other areas without windows. Stay there until the danger has passed. Do not stay in an area with windows if severe storms are occurring where you work. Do not venture outside until the storm has passed. After the storm has passed, report injuries and damage to the 911 operators. If electricity and telephone lines are down, send someone to the nearest police, fire or ambulance station for help, if needed. Even if there are no injuries or damage, report this to the 911 operators or nearest emergency response site so that we will know you are all right.

#### I. Department Director and/or their designee Responsibilities

A specific emergency plan for each building or facility must be prepared under the direction of the Department Director and/or their designee with assistance from the Risk Manager.

#### J. Fire Warden and Deputy Fire Warden

1. A Fire Warden and Deputy Fire Warden must be appointed and oriented for each building or complex. Generally, the Fire Warden is the person in charge of a building or facility. The Fire Warden has specific responsibility, under the

guidance of the Department Director and/or their designee, for the preparation, updating, and implementation of the emergency plan for this area. This responsibility includes recommending personnel to attend indoctrination and training programs. Specifically, each plan must contain the following information and procedures as appropriate for each building:

- a) the names of the Fire Warden, Deputy Fire Warden, and Assistant Fire Warden(s);
- b) a list of people with specific duties during an emergency and a description of their duties. For example, specific people should be assigned to supervise evacuation and to carry out a rapid search of the area (If this can be done safely without further risk of injury or death);
- c) floor plans showing evacuation routes, the location of shutoff switches and valves for the utility systems (water, gas, electricity) and the locations of emergency equipment and supplies (including medical), if applicable;
- d) indications on the floor plans of areas where specific hazards (i.e., toxic, flammable, and/or radioactive materials) exist. Location and description of special hazards or hazardous devices should be included in the text together with shutdown procedures, if applicable;
- e) designation of a primary assembly point for evacuees, well away from the building. An alternate site should also be designated in case the first choice cannot be used;
- f) reentry procedures. No one should reenter an evacuated building or area without specific instruction from the Fire Warden or other person in charge; and
- g) departments should schedule at least one building evacuation drill per calendar year. For buildings that house more than one department, all tenants will participate in the evacuation drill. Drills will be coordinated with the Risk Manager, who will notify the necessary emergency response agencies to inform them of the drill. During drills, at least one employee should remain in each office for security. One employee should be posted at each entrance to prevent the general public from entering the building during the evacuation drill.

#### K. Bomb Threat

1. If the incident is a bomb threat, the person who receives the call should:
  - a) keep the caller talking as long as possible, signal a co-worker to call 911 while you are talking. Ask the caller where the alleged bomb is located and when it is scheduled to explode and why he/she is doing this;
  - b) listen carefully to the caller's voice so that identification may be possible if the caller is arrested;
  - c) as soon as the caller hangs up, start evacuating the building if evacuation has not already started; and
  - d) if police have not been called, call 911 now, as you leave the building.

#### L. Threats from Other Employees, Relatives or Clients

1. If a disgruntled employee, client, or other person threatens or attempts to harm a County employee, that employee or another employee should call 911 and ask for assistance. If there is no weapon present, other employees should come to the aid

of the person threatened or attacked. If the individual shows a weapon or says they have a weapon, do not attempt to subdue the person. Employees who are immediately threatened should cooperate if the individual is armed. Other employees should call 911 and leave the building quickly and quietly. Do not shout, call attention to yourself, or otherwise alarm the person with the weapon. Employees should be prepared to give a description of the individual along with the following information to the police:

- a) where the person is in the building;
- b) who they are, if known;
- c) if there are any hostages, who they are and their condition;
- d) what the individual's demands or grievances are if known; and
- e) the type of weapon(s) if known.

#### M. Fire Safety

1. Policy and planning for fire safety at the County takes into account the special fire hazards for specific operating areas, the protection of high-value property, and the safety of employees. These ends are met by:
  - a) non-combustible or fire-rated materials and construction practices suitable to the assigned uses of buildings and facilities;
  - b) alarm systems and automatic extinguishing systems;
  - c) availability of suitable hand extinguishers and local hose lines for use before firefighters arrive; and
  - d) access to professional fire department, always staffed and trained in the control of emergencies that could occur at the County offices.
2. Fire Safety includes keeping work and storage areas clean, with papers files and other combustible materials picked up and stored properly. Hallways must be kept clear of furniture, equipment and/or other items that could impede egress during an emergency.

#### N. Fire Responsibilities

1. The Salisbury Fire Department is responsible for protecting people and property from fires, explosions, and other hazards through prevention and expeditious control of such events within the city limits of Salisbury. For County offices in other jurisdictions, the town or township fire department where the office is located has primary responsibility. All fires and emergencies in the County are reported by calling 911. In addition, the County EMS, the Salisbury Fire Department, and Rowan Rescue Squad provide first-response rescue and transportation services in medical emergencies.
2. The Salisbury Fire Department's inspection staff is responsible for ensuring compliance with fire safety and protection requirements within the city limits. They also review plans and procedures for compliance with these requirements and are responsible for inspecting alarms; for conducting fire safety and protection inspections; and for providing fire prevention recommendations.
3. Fire protection and response functions are performed in conformance with OSHA regulations, state law, the County policies, and nationally recognized standards and guidelines for fire and life safety.
4. The Fire Chief and the Fire Marshal have the authority to enforce applicable requirements of the Uniform Building Code; the Uniform Fire Code; National

Fire Protection Association Codes (including the Life Safety Code), Standards, and Recommended Practices; and the fire protection provisions of OSHA Orders.

5. Employees must immediately report fires and/or smoke, to the Fire Department (call 911). Potential fire hazards should be reported to the supervisor or the Risk Manager.
6. Employees must conduct their operations in such a way as to minimize the possibility of fire. This means applying rules such as keeping combustibles separated from ignition sources, being careful about smoking, and avoiding needless accumulations of combustible materials.
7. The Department Director and/or their designee is responsible for keeping their departments safe from fire. The Risk Manager and the fire department will provide guidance and construction criteria with respect to fire and life safety as well as inspections. The provision and maintenance of fire detection systems and both automatic and manual fire extinguishing equipment is the responsibility of the County's Facilities Management Director. But the Department Director and/or their designee, who best knows the day-to-day nature of his/her operations, is responsible for notifying the Risk Manager of operations that change the degree of fire risk and will therefore require a change in the planned fire protection provisions.
8. Department Directors with assistance from the Risk Manager must ensure that their personnel are properly instructed regarding potential fire hazards involved in their work and around their workplaces, the proper precautions to minimize fires, and the procedures in case of fire. The local fire department and the Risk Manager offer training of fire prevention and response, specifically on fire safety and fire extinguisher operation.

#### O. Fire Prevention

1. Class A combustibles are common materials such as wood, paper, cloth, rubber, plastics, etc. Fires in any of these fuels can be extinguished with water as well as other agents specified for Class A fires. They are the most common fuels to be found in non-specialized operating areas of the work place such as offices. The first priority at all fires is to sound the alarm, evacuate the building and call the fire department. After the alarm has been sounded, employees who have been trained in the operation of manual fire extinguishers may try to put out the fire with an extinguisher.
2. If the employee has any doubts as to whether or not they can put out the fire, they should leave the building and leave the fire to trained firefighters.
3. There are many combustible materials, including electrical equipment, oxidizing chemicals, fast-reacting or explosive compounds, and flammable metals, which present specialized fire safety and extinguishing problems. While the County normally does not use or stock such items, if you have any questions, contact the Risk Manager.
  - a) Class A Fires - Safe handling of Class A combustibles means:
    - 1) Disposing of waste daily.
    - 2) Keeping work area clean and free of fuel paths, which can spread a fire, once started.
    - 3) Keeping combustibles away from accidental ignition sources such as

hot plates, coffee makers, office equipment, soldering irons, or other heat or spark-producing devices.

- 4) Keeping all rubbish, trash, or other waste in metal or metal-lined receptacles with tight fitting covers when in or adjacent to buildings. (Exception: wastebaskets of metal or of other material and design approved for such use, which are emptied each day, need not be covered.)
- 5) Smoking is not permitted inside of County buildings or vehicles. When smoking in designated smoking areas outside of buildings, use sage ash trays for disposal of smoking materials in and make sure that the contents are extinguished and cold to the touch before emptying them into a safe receptacle.
- 6) Planning the use of combustibles in any operation so that excessive amount need not be stored.
- 7) Storing paper stock in metal cabinets and rags in metal bins with lids that close automatically.
- 8) Making frequent inspections and checks for noncompliance with these rules in order to prevent fires from occurring.

b) Class B Fires

- 1) Class B combustibles are flammable and combustible liquids (including oils, greases, tars, oil-base paints, lacquers) and flammable gases. Flammable aerosols (spray cans) are treated here.
- 2) The use of water to extinguish Class B fires (by other than trained firefighters) can cause the burning liquid to spread carrying the fire with it. Flammable-liquid fires are usually best extinguished by excluding the air around the burning liquid. Generally, this is accomplished by using one of several approved types of fire-extinguishing agents, such as the following:
  - i. Carbon dioxide
  - ii. ABC multipurpose dry chemical
  - iii. Halon 1301 (used in built-in, total-flood systems)
  - iv. Halon 1211 (used in portable extinguishers)
- 3) Fires involving flammable gases are usually controlled by eliminating the source of fuel, i.e., closing a valve.
- 4) Technically, flammable and combustible liquids do not burn. However under appropriate conditions, they generate sufficient quantities of vapors to form ignitable vapor-air mixtures. As a general rule, the lower the flash point of a liquid, the greater the fire explosion hazard. It should be noted that many flammable and combustible liquids also pose health hazards.
- 5) NOTE: The flash point of a liquid is the minimum temperature at which it gives off sufficient vapor to form an ignitable mixture with the air near the surface of the liquid or within the vessel used.
- 6) It is the responsibility of the user to ensure that all Class B combustibles are properly identified, labeled, handled, and stored. If assistance is required, contact the Risk Manager. Safe handling of

Class B combustibles means:

- i. Using only approved containers, tanks, equipment, and apparatus for the storage, handling, and use of Class B combustibles.
- ii. Making sure that all containers are conspicuously and accurately labeled as to their contents.
- iii. Dispensing liquids from tanks, drums, barrels, or similar containers only through approved pumps taking suction from the top or through approved self-closing valves or faucets.
- iv. Storing, handling, and using Class B combustibles only approved locations, where vapors cannot reach any source of ignition, including heating equipment, electrical sparks, etc.
- v. Never clean with flammable liquids within a building except in a closed machine approved for the purpose.
- vi. Never store, handle, or use Class B combustible in or near exits, stairways, or other areas normally used for egress.
- vii. In rooms or buildings, storing flammable liquids in excess of ten (10) gallons in approved storage cabinets or special rooms approved for the purpose.
- viii. Knowing the locations of the nearest portable fire extinguishers rated for Class B fires and how to use them.

P. Electrical Fires

Electrical fires may occur in wiring, electric switches, motors, electric distribution panels, transformers, HVAC equipment, light fixtures, office equipment and numerous other devices that are electrically powered. When an electrical fire occurs, de-energize the circuit. By cutting the power to the circuit, the cause of the fire is stopped and you are normally left with a Class A and in rare instances a Class B fire. Never use water on an electrical fire because of the danger of electrocution. If you do try to put out an electrical fire, always use an extinguisher that is approved for electrical fires. Check the label on the extinguisher to confirm that it is approved for use on electrical fires before you use it.

Q. Welding, Cutting, Grinding

1. Never smoke, weld, cut with a torch, grind, use an open flame or unapproved electrical appliances or equipment, or otherwise create heat that could ignite vapors near any Class B combustibles.
2. As part of the County's and the Salisbury Fire Department's program to control and reduce fire hazards, a permit or inspection may be required in an occupied building, prior to welding, burning, or other operations with a high fire hazard.
3. Operations in occupied buildings that may require a permit or inspection are:
  - a) welding (arc, oxyacetylene, or heliarc)
  - b) soldering (which requires an open flame)
  - c) use of a torch (for cutting, bending, forming, etc.)
  - d) use of tar pots (for road work or roofing, etc.)
  - e) open fires for any purpose
  - f) spray painting
4. To obtain additional information contact the Risk Manager. The use of these devices, whether contractor or County owned, is allowed only where there is no



chance of causing injury to personnel or of creating a fire hazard. This provision obviously requires common sense in safely locating such devices and ensuring that they do not operate when they are unattended.

5. These welding, cutting or grinding devices may not be used in locations where:
  - a) flammable or explosive vapors or dusts may be present;  
Smoking, eating, or drinking are prohibited because toxic or radioactive materials may be present; or
  - b) the area has been designated as unsafe for such devices.

#### R. Portable Heaters

1. The following practices should be carried out when operating portable heating appliances (110 Volts):
  - a) Do not place the appliance on unstable or readily combustible materials. Electric space heaters should only be placed on flat, level surfaces.
  - b) Maintain a clearance of at least 36 inches between the appliance and combustible material (plastic trash containers, wood office furniture, cubicles with fabric walls, combustible waste in trash containers, paper products, and corrugated boxes).
  - c) Each electric portable heater must meet the current standards set forth by the Underwriters Laboratory, Inc. (i.e. UL of FM); the heater must be equipped with an automatic shutoff switch that activates if the unit is tipped over. Portable heaters that do not meet these criteria are not approved for use in any County facility under any circumstance. Use of heaters in areas where electrical overloads frequently occur as a result of the heaters is prohibited.
  - d) Connect the appliance directly to the proper electrical outlet using only the cord with which it was originally equipped. Do not use extension cords in lieu of permanent wiring. Never use adapters or alter the plug
  - e) Do not operate such appliances during off hours and unplug when not in use.
  - f) Inspect the electric space heater cord periodically to look for frayed wire or damaged insulation.
  - g) The Department Director and/or their designee shall survey their departments annually (each November) to ensure compliance with guidelines and shall submit a report to the Risk Manager with the number and location of heaters in their respective departments. Heaters that do not meet the requirements should be removed from the building.
  - h) Cords should be kept out of the foot traffic paths to avoid tripping.
2. Notification of Emergency Personnel

For fire, ambulance, and law enforcement assistance, dial 911. Be precise when providing information about the emergency-to-emergency personnel.

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## 11.9 Hazard Communication Program

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. This program will describe how the County intends to protect the safety and health of our employees that are exposed to hazardous chemicals in the workplace, and to comply with provisions of [29 CFR 1910 1200](#).
- C. The Risk Manager has been assigned the title of Hazard Communication Program Monitor and is responsible for monitoring related activities to ensure compliance with both the intent and specifics of this program.
- D. Each supervisor is responsible for strict adherence to these policies and will closely monitor activities involving hazardous chemicals.
- E. Employees will carefully follow established work practices and promptly report observed or potential problems to the supervisor.
- F. There is no job with the County so vital or urgent to justify the risk of employee overexposure to a hazardous chemical. Proceed with a job only after being satisfied that it is safe to do so.
- G. A list of hazardous chemicals for each workplace has been prepared and is readily available, upon request, to any employee. It is located at the department where the chemicals are used and Human Resources.
- H. A Material Safety Data Sheet (MSDS) for each hazardous chemical on the list referenced above is on file at the department where the chemicals are used. The MSDS for hazardous chemicals will be available for review by employees.
- I. The Department Director and/or their designee is responsible to ensure that the list of hazardous chemicals is kept current and that a current MSDS for each hazardous chemical used is on hand. A chemical that is not shown on the current list will not be ordered without prior coordination with the Safety Office.
- J. Containers of hazardous chemicals in each workplace will be conspicuously labeled with the identity of the chemical (same as on the applicable MSDS), and the appropriate hazard warnings. If the chemical is a known or suspected cancer-causing agent (carcinogen), or if it is known to affect a specific organ of the body, this information will be placed on the container label. The person having supervisory responsibility for the storage or use of each hazardous chemical will ensure that such labels are not defaced and that they remain legible.
- K. The Department Director and/or their designee is responsible for anticipating, as much as possible, the hazards that would be present for non-routine tasks, such as a chemical spill or container rupture. Clean-up procedures and proper personal protective equipment shall be considered and adequate training for such task shall be addressed.
- L. When an outside contractor will be used, it will be the responsibility of the applicable Department Director and/or their designee to advise the contractor of any hazardous chemicals to which their employees may be exposed and the appropriate protective measures to be taken. Conversely, it will be the same Department Director's responsibility to determine if the contractor will be using hazardous chemicals during this

work that would expose the County employees. Appropriate training and protective measures must be taken in order to protect the County employees. The Risk Manager is to be notified prior to work being performed by an outside contractor involving hazardous chemicals. It is the contractor's responsibility to provide MSDS information to the County for every chemical used on County property.

- M. Adequate training of employees who may be exposed to hazardous chemicals will be given by the Risk Manager or designee as needed.
- N. Employees exposed to hazardous chemicals will complete an information and training program, which includes at least the subjects listed below. New employees must complete similar instruction before initial exposure to hazardous chemical in the workplace.
- O. Employee information for this program will include:
  - 1. The purpose and need for such a program, including the basic concept that gives employees the right to know about hazardous chemicals with which they work.
  - 2. The location and availability of the written Hazard Communication Program, plus the list of hazardous chemicals and their corresponding MSDS.
  - 3. The identity upon request, of any chemical to which the employee is exposed. In the case of a trade secret chemical, the name shown on the MSDS will be provided.
- P. Employee training shall include the following:
  - 1. Methods and observations used to detect the presence or release of a hazardous chemical in the work area such as monitoring devices, appearance, or odor.
  - 2. The physical and health hazards associated with each chemical, as specified in the MSDS.
  - 3. Action that employees can take to protect their safety and health, including specific procedures that have been established for normal work practices, emergency procedures, and policies on the use of personal protective equipment.
  - 4. Details of the Hazard Communication Program, including an explanation of the labeling system used on in-house containers of hazardous chemicals. Also, details of how employees can obtain and use information contained in the MSDS.
- Q. It is the intent of the County to protect the safety and health of each employee, our most valuable and valued asset. By following correct procedures, no employee should experience any harmful effects from working with chemicals in their workplace.

## 11.10 Workplace Violence

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. The County is committed to providing a workplace which is safe, secure and free of harassment, threats, intimidation and violence. In order to achieve this goal, the County maintains a zero tolerance policy for violence and violent acts.

C. Scope

The County's prohibition against violence and violent acts applies to County personnel, contract employees, temporary workers, and volunteers on County property or engaged in County business. All acts or threats of physical violence between employees in the workplace or in job related contacts with citizens or persons outside County employment will not be tolerated. Violators of this policy will be subject to discipline in accordance with policy [10.4 Employee Discipline](#) and legal action as appropriate. Violations by a County employee may be grounds for disciplinary action up to and including dismissal. This also includes an act of off-duty violent conduct that has a potential adverse impact on an employee's ability to perform their duties and responsibilities.

D. Definition

1. Workplace violence includes, but is not limited to, intimidation, bullying, stalking, threats, physical attacks, domestic violence, unauthorized possession or use of any dangerous weapon, or property damage committed by employees or other individuals against County employees while on County property or while in the performance of their duties. This includes, but not limited to buildings and the surrounding perimeters, including parking lots, field locations, client homes, and traveling to and from work assignments.
2. Intimidation is engaging in actions that includes but is not limited to behavior intended to frighten, coerce, or induce duress.
3. Bullying is unwanted offensive and malicious behavior which undermines an individual or group through persistently negative attacks. There is typically an element of vindictiveness and the behavior is calculated to undermine, patronize, humiliate, intimidate or demean the recipient.
4. Stalking involves harassing or pestering an individual, in person, in writing, by telephone or electronic format. Stalking also involves following an individual, spying on them, alarming the recipient or causing them distress and fear.
5. Threat is an expression of intent to cause mental or physical harm to persons or property.
6. Physical attack is the unwanted or hostile physical contact including, but not limited to, hitting, fighting, pushing, shoving or throwing objects.
7. Domestic Violence is the use of abusive or violent behavior, including threats and intimidation, between people who have an ongoing or prior intimate relationship. This could include people who are or have been married, who are or have lived together or who are or have dated.
8. Property damage is any intentional damage to property owned by the County, employees, citizens, visitors or vendors.
9. Deadly or Dangerous Weapon is a firearm or any other object designed, made, or adapted for the purposes of inflicting death or serious physical injury. Specifically exempted are ordinary pocket knives carried in a closed position.

E. Possession of Weapons

1. Employees are prohibited from the unauthorized possession of a firearm or any deadly or dangerous weapon on County property or in County owned or leased

vehicles. This prohibition does not apply to the following authorized persons:

- a) Sworn Law Enforcement Officers;
  - b) Employees who are required to possess a weapon as a part of their job duties; or
  - c) Any person who has a valid concealed handgun permit issued in accordance with Chapter 14, Article 54B of the North Carolina General Statutes or considered valid under NC G.S. 14-415.24 and the person is carrying the concealed handgun in accordance with the scope of the handgun permit as set out in NC G.S. 14-415.11(c). This does not otherwise authorize said person to carry a concealed or deadly weapon(s) itemized in NC G.S. 14-269(a).
2. Employees with a concealed handgun permit must safely secure their handgun in a trunk, glove box or other enclosed compartment in a locked vehicle when the weapon is not properly secured and concealed on the person.
  3. Unauthorized possession of a firearm or other deadly weapon shall mean not specifically authorized by the County or North Carolina State law. Any unauthorized possession of a firearm or deadly weapon by an employee will lead to disciplinary action up to and including dismissal.

#### F. Workplace Violence Prevention

1. It is important for all employees to be alert to the possibility of violence by employees, volunteers, former employees, clients and citizens. Safety should be the highest concern. While County employees are not expected to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to immediately inform their supervisor and director if any employee or individual exhibits behavior which could be a sign of a potentially dangerous situation. Supervisors and directors that receive such information should investigate the incident and initiate appropriate action. The Risk Manager and Human Resources Director should be notified of the incident and/or the potential for violence along with written documentation and the completion of the The County Workplace Violence Incident Report.
2. Employees should promptly inform their supervisor or director of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are also encouraged to report safety concerns with regard to intimate partner violence. The County is committed to supporting victims of violence and will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. The Employee Assistance Program is available for employees who feel a need for counseling or other types of assistance.
3. Supervisors and the Director, with the assistance of the Risk Manager, will be responsible for developing a response plan for actions to be taken to potential immediate violent incidents for department employees. The action plan will determine direct exit routes for groups of employees in different locations of the building(s), possible hiding places, methods to alert other employees, meeting places outside of the building, and the need to contact local law enforcement.
4. Training is essential and will be provided to employees. Training will include workplace violence awareness, recognizing the warning signs, appropriate

methods in handling violent or threatening situations, and workplace safety.

G. Workplace Violence Response

1. If anyone commits a violent act or makes a direct threat while on County property, the person will be asked to leave by a supervisor. Should the person refuse to leave, local law enforcement should be contacted to assist in removing the person.
2. Employees should not attempt to handle a violent or potentially violent incident. When facing an imminent threat or act of violence, an employee should first secure his/her own safety, contact local law enforcement and, if possible, alert persons in the immediate area. Employees threatened, assaulted or attacked, while on official duty in the field, shall immediately report such incidents to local law enforcement and their supervisor.
3. Employees who encounter or are confronted by an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, cooperate and follow the instructions given.

H. Right to Search

As part of the County's efforts to prevent workplace violence, the County reserves the right to search County vehicles, County work spaces, offices and other County property. Any illegal object found will be turned over to law enforcement authorities.

## Section 12 - Exposure Control

## 12.1 Policy Statement

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The County is committed to providing a safe working environment for employees. This policy was formed to meet that goal and to comply with applicable sections of the Occupational Safety and Health Standards for General Industry (29 CFR Part 1910). The County seeks to protect its employees from the occupational acquisition of communicable diseases. To do these employees, volunteers, students, trainees and observers whose activities might involve contact with patients, clients, or their blood and body fluids must follow these guidelines.
- C. Exposure is defined as coming into contact with, but not necessarily being infected by, a disease causing agent.
- D. Exposure Incident means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that result from the performance of an employee's duties.
- E. OSHA has developed three categories to describe an employee's occupational exposure to communicable disease.
1. Category 1: jobs involve activities with direct contact with blood or other body fluids to which Universal precautions<sup>1</sup> apply.
  2. Category 2: jobs involve activities performed without blood exposure but exposure may occur in an emergency.
  3. Category 3: jobs involve activities that do not entail predictable or unpredictable exposure to blood.
- F. Human Resources will periodically review and will indicate the appropriate category on all job descriptions.
- G. All workers will follow this policy whether care is provided in a county department, home, laboratory or in the community. The blood and body fluids of all clients will be treated as potentially infected. Universal precautions will be followed. It is the responsibility of each employee to follow this policy. Willful violations of the Exposure Control tenets may result in severe disciplinary action. All employees should be alert for potential exposures. Any exposure must be immediately reported to the supervisor.
- H. Universal or Standard Precautions are described in [Appendix A](#).
- 

## 12.2 Orientation with Employees and Students

A. Applicability - this policy applies to:



	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. This policy will be reviewed with each new category I and II employee. Rider observers, students or trainees who will be performing category I and II tasks with county agencies must complete training in exposure control practices prior to starting. Universal precautions will be stressed. Employees who fail to follow universal precautions may be disciplined. Volunteers, students and trainees who fail to follow universal precautions may not be allowed to continue their work or internship.

### 12.3 Physical Examination and Immunizations

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Physical examinations may be required prior to employment.

1. All components of the required forms should be completed.
2. Subsequent physicals may be indicated by circumstances.

- C. Drug Screening will be carried out as required by County policy.

- D. Immunizations

1. An immunization history will be completed as part of the pre-employment physical.
2. Required immunizations
  - a) Documented immunization or titer for measles and rubella will be needed for people born after 1957. (Once a person has been immunized or proven immunity to rubella this need not be repeated.)
  - b) Tetanus-diphtheria boosters every 10 years.
3. Recommended immunizations
  - a) Annual flu vaccine that is administered free at the Health Department. The county provides the vaccine.
  - b) Hepatitis B vaccine will be offered free to employees in category 1 and 2 positions. Those refusing the vaccine must sign a waiver. (See [APPENDIX B - Waiver For Hepatitis B Vaccine](#).)
4. Immunization status will be evaluated annually.

- E. Tuberculosis (TB) Screening

1. Annual Mantoux TB skin test on all employees with a history of a positive exposure.
  2. Chest x-ray if indicated by North Carolina TB policy. Annually a risk assessment will be done and reviewed by the exposure control committee. The assessment will be used to update the exposure control plan.
- F. Respiratory Protection  
Annual respiratory evaluations are recommended for employees required to utilize HEPA or N95 masks. With approval of the Risk Manager, department infection control officers may institute a method for evaluation based on departmental needs
- G. Services available through the The County Health Department include:
- a) Tests for TB, syphilis and HIV.
  - b) Vaccines for measles, rubella, tetanus-diphtheria.
  - c) Administration of vaccines provided by the County.

## 12.4 Continuing Education and Inservice

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Employees in high-risk positions will be provided annual continuing education on the county infection control policy, communicable diseases, modes of transmission and the appropriate use of safety equipment. Each worker should have a basic knowledge of diseases that they may come in contact with on the job. Some of the diseases are Hepatitis, Influenza, HIV, Tuberculosis, Lice, Scabies, Rubella, Rubeola, Meningitis and Pertussis.

## 12.5 Safety Equipment and Supplies

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Gloves and barrier clothing will be provided and shall be used when the employee, rider

observers, student or trainee may come in contact with blood or body fluids. Safety glasses are required for any procedure where splashing and spraying of body fluids may occur. These are available in the work area. Protective equipment shall be provided, used and maintained in a sanitary and reliable condition wherever there is potential for exposure. Special equipment such as airways, bag valve masks, and mouthpieces are to be used as indicated. Special puncture proof containers are located in all areas where sharps may be generated and shall be used for disposal. Waterless hand cleaners are available where hand washing facilities are not convenient.

- C. All personal protective equipment shall be of safe design and workmanship. All personal protective equipment will be practical and suitable for the tasks performed.
- D. Gloves shall be used in the following situations:
  - 1. If the employee has cuts, non-intact skin, chapped hands, or dermatitis.
  - 2. During examination of the mouth, nose, gastrointestinal tract and genitourinary tract.
  - 3. When examining and treating patients with open wounds, non-intact skin or active bleeding.
  - 4. During all invasive procedures. Some examples are starting intravenous fluids and drawing blood.
  - 5. Cleaning blood and body fluid spills or decontaminating equipment.
- E. Gloves will be available in a variety of sizes to ensure proper fit.
- F. Employees shall not wash or disinfect surgical, examination or other gloves intended for single use. General-purpose utility (rubber) gloves worn by maintenance, housekeeping, or other non-medical personnel may be decontaminated and reused.
- G. No gloves shall be used if they are punctured, torn, cracked or discolored. Gloves will be immediately replaced when deterioration is noted.
- H. The use of a fluid proof or fluid resistant garment is required when splashes of body fluids are anticipated. The garment may be a gown, apron, lab coat or other garment that protects exposed skin and clothing. The garment should allow safe uninhibited performance of the task.
- I. Masks and eye protection are required when splashes or aerosolization of blood or body fluids to the eyes, nose or mouth are a possibility. For example, oral suctioning involves a risk of aerosolization. They are not required for routine care. A table summarizing these recommendations is attached as [Appendix D](#).
- J. For suspected cases of TB or other airborne diseases employees shall use a HEPA or N95 mask.
- K. Eyewash stations will be available in county facilities where direct patient care is provided.

## 12.6 Tags-Hazard Identification

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Tags shall identify areas where employees may be exposed to hazardous or potentially hazardous conditions, equipment or operations until the identified hazard is eliminated or the operation is completed.
- C. Tags shall contain a "signal word" such as BIOHAZARD or the biological symbol. A message that indicates the specific hazardous condition or safety instructions to the worker must accompany the "signal word" or symbol.



- D. Bags or other receptacles containing contaminated articles must be tagged or otherwise identified.
- E. All employees shall be informed of the meaning of the various tags used through out the workplace. Instruction will be provided to the employees on the necessary precautions relating to each different tag.

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## 12.7 Hand Washing

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Hand washing is a very effective measure in preventing the spread of communicable diseases. Hands and other skin surfaces shall be washed as soon as possible after contact with the blood or body fluids of another individual. Hands should be washed after touching potentially contaminated articles. Hands must also be washed between patients or clients. Hands must be washed after gloves are used.
- C. Hand washing should be done at a utility or rest room sink. Do not wash hands in a food

preparation area. Wash hands with warm running water and soap. Work up a good lather and scrub hands vigorously for 15 seconds. Rinse well and dry thoroughly. Hands should preferably be dried with paper towels. Turn off the faucet with a paper towel. Discard the used paper towels in a waste receptacle.

- D. Sometimes sinks and hand washing facilities are unavailable. In these cases a waterless hand cleaner should be used. Waterless hand cleaners have an alcohol base. Apply the cleaner according to the manufacturer's recommendation. Friction is required to kill surface organisms. This is not a substitute for washing hands with soap and water. At the earliest opportunity the hands should be washed thoroughly with soap and water.

## 12.8 Contact Isolation

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Contact precautions prevent the transmission of microorganisms through direct skin-to-skin contact or skin to contaminated item contact. Use these procedures when working with patients known or suspected to be infected with infectious pathogens. Some examples are multi-drug resistant bacteria and *Clostridium difficile*.
- C. Wear clean non-sterile gloves when entering the patient area. While providing care interrupt your task if you touch fecal material or wound drainage and change gloves. Remove gloves when leaving the patient area and immediately wash your hands.
- D. When your job requires moving, lifting or extensive contact with the patient a non-sterile gown should be worn to protect clothing unless the worker is wearing appropriate protective clothing issued by the department.
- E. Equipment coming into contact with these patients shall be washed after use.

## 12.9 Housekeeping

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Walls, floors and other surfaces should be cleaned when soiled. Any commercially available cleaner or disinfectant may be used. Cleaning and removal of soil should be done routinely. Wear gloves when doing general cleaning in areas where blood and body fluid spills are likely.
- C. Spills of blood or body fluids should be cleaned up quickly using an approved disinfectant. Gloves must be worn. If splashing is anticipated during clean up protective face shield and a gown or fluid proof apron should also be worn. The area can then be decontaminated.
- D. Several disinfectants may be used to clean blood and body fluid spills. These include:
  - 1. Chemical germicides approved for use as hospital disinfectants. These agents shall be tuberculocidal when used as indicated by the manufacturer.
  - 2. Products designated by the Environmental Protection Agency as effective against HIV. This information must be stated on the label.
  - 3. Solutions of 5.25% sodium hypochlorite (household bleach) and water. Dilutions from 1:10 to 1:100 are acceptable. The solution of sodium hypochlorite needs to be mixed at the time of use.
- E. The procedure for cleaning a blood or body fluid spill is as follows:
  - 1. Assemble cleaning supplies which include gloves, a trash bag, paper towels and disinfectant.
  - 2. Put on the gloves. Visible blood, tissue, body fluid or body waste should be wiped up with paper towels. Place the paper towels into the trash bag.
  - 3. Spray the contaminated area with the disinfectant. Surface should be thoroughly wet and glisten. Let area air-dry.
  - 4. Discard the gloves into the trash bag last. Knot the trash bag and place it into a trash receptacle. (This is considered pre-treated waste.)
  - 5. The employee should wash his or her hands thoroughly.
- F. Reusable equipment should be sterilized or disinfected according to CDC Guidelines recommended for Hepatitis B. Equipment must be cleaned in a utility sink not in a food preparation area.

## 12.10 Linen

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Employees handling used linen are not required to wear gloves unless linen is soiled with blood or body fluids. All linen shall be bagged as soon as possible in the area where it was used. Linen shall not be sorted or rinsed in patient care areas. Soiled linen shall be moved in leak proof bags.

## 12.11 Waste Disposal

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Regulated waste means liquid or semi-liquid blood or other potentially infectious materials, contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood and other potentially infectious materials. Less than 20cc of blood (2/3 ounce) may be disposed of with normal trash so long as it is properly enclosed in plastic bags and will not leak.
- C. Containers for solid or liquid waste and refuse must be leak proof. They shall be made of a material that can be easily cleaned. Containers with tight fitting lids are preferred. Regardless of the design the container must be maintained in a sanitary manner.
- D. Full containers shall be disposed of in accordance with state law. Contracting this task to private industry is recommended.
- E. Regulated waste can be disposed of in two ways. Such wastes shall either be pre-treated prior to routine disposal or placed in a leak proof container for disposal by a private firm.
- F. Sharp instruments are to be disposed of in puncture resistant containers. Needles are not to be recapped, bent or broken by hand. Items such as self-sheathing needles or forceps can be used to prevent recapping needles by hand.
- G. Sharps containers will be located in the work areas where needles and other sharps are generated. Puncture resistant containers must be designed to prevent accidental spilling of the contents.
- H. Refuse, garbage and non-infectious solid and liquid wastes are to be disposed of daily or as needed to maintain a safe environment in the workplace.

## 12.12 Transporting Lab Specimens

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. All samples of blood or body fluids shall be put into a leak proof container when transportation is necessary.
- 

### 12.13 Recommended Work Restrictions

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. When employees, volunteers, students or trainees acquire a communicable disease their job activities may need to be restricted to prevent further spread of disease. See [Appendix P](#) for a summary of recommended work restrictions.
- C. If the employee is physically too ill to work, he or she should be released from work. A physician's order for return to work may be required.
- 

### 12.14 Reporting Exposures

- A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Employees, rider observers, students or trainees who think they have been exposed to a communicable disease are to report the incident as soon as possible to their supervisor. The details of the incident will be documented in writing. The report should include:
1. the suspected disease
  2. the date and time of the exposure
  3. type of exposure, i.e. blood, body fluid, secretion or airborne
  4. details of exposure to include the area of contact
  5. conditions of the exposure i.e. location, confined space, length of time of exposure
  6. the name of the source patient if known
  7. employees are to have NC State Workers Compensation Form and county exposure form completed and sent to the Risk Manager.
- C. Departments with category 1 and 2 employees will have a designated infection control



person. All exposure reports will go to the appropriate infection control person for review. The report will also be forwarded to the Safety Supervisor. Other departments without a specific infection control person will forward their reports directly to the Safety Supervisor. In all cases this report should be to the infection control person within 24 hours of the event. Based on the information follow up will be initiated in accordance with policy.

## 12.15 Post Exposure Follow-Up

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Initial testing and follow-up testing will be through a facility specified by the County. The employees' department will normally arrange follow-up testing. Specific protocols, which indicate courses of treatment for different types of exposures, are listed in the following chart. Exposures to diseases not covered by these protocols will be treated as prescribed by the attending physician.
- C. Employees will be offered testing in cases of exposure to Hepatitis B, C and HIV and other communicable diseases for which definitive testing exists. As definitive testing for other communicable diseases becomes available, they will be added.

## 12.16 Recommendations for Hepatitis B Prophylaxis Following Percutaneous Exposure

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

B. Treatment when source is found to be:

Exposed Person	HBsAg positive	HBsAg negative <sup>1</sup>	Unknown or not tested <sup>1</sup>
Unvaccinated	Administer HBIG x 1* and initiate hepatitis B vaccine+,^	Initiate hepatitis B vaccine+	Initiate hepatitis B vaccine+
Previously vaccinated Known responder	Test exposed person for anti-HBs. 1. If adequate, no treatment 2. If inadequate, hepatitis B vaccine booster dose^	No treatment	No treatment
Known non-responder	HBIG x 2 or HBIG x 1, plus 1 dose of hepatitis B vaccine^	No treatment	If known high-risk source, may treat as if source were HBsAg positive
Response unknown	Test exposed person for anti-HB++ 1. If inadequate HBIG x 1, plus hepatitis B vaccine booster dose^ 2. If adequate, no treatment	No treatment	Test exposed person for anti-HBs++ 1. If inadequate, hepatitis B vaccine booster dose 2. If adequate, no treatment

<sup>1</sup> Source increased liver enzymes and non-A non-B suspected Administer ISG 0.6 mL/kg.

\* Hepatitis B immune globulin (HBIG) dose 0.06 mL/kg intramuscularly.

+ Hepatitis B vaccine dose.

++ Adequate anti-HBs is > 10 milli-international units.

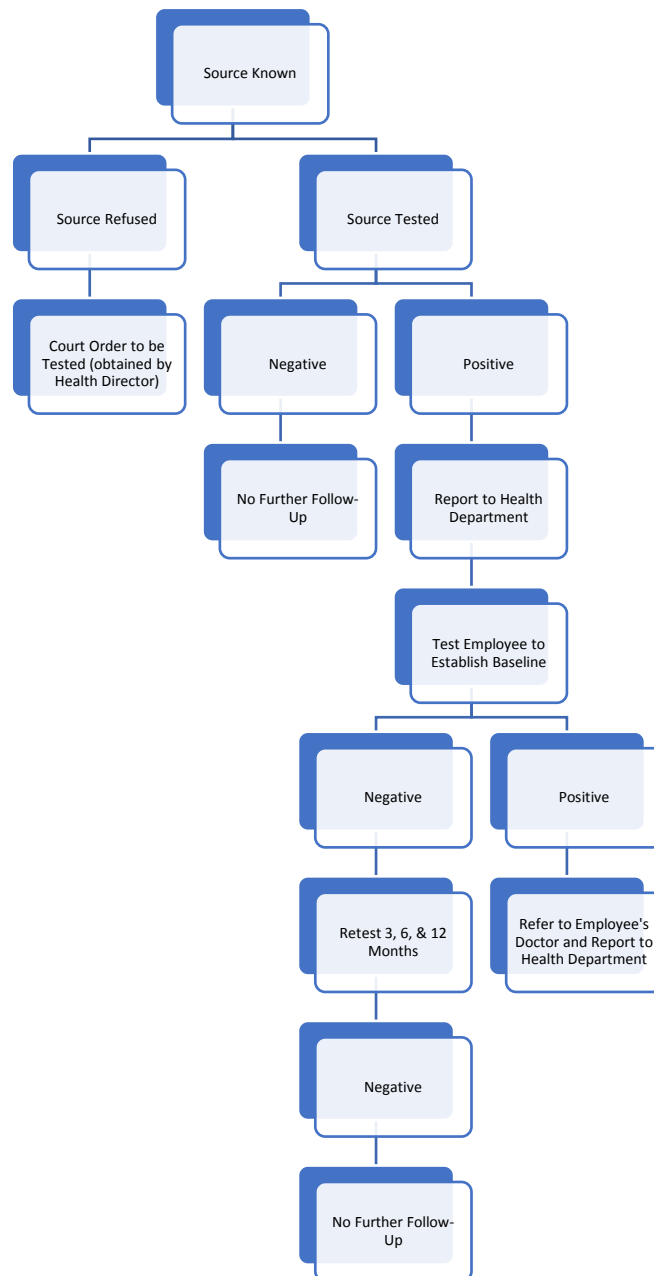
^ Persons receiving HBIG or hepatitis vaccines will have titers drawn based on the recommended standard at the time of exposure.

Source: Morbidity and Mortality Weekly Report, Vol. 40, No. RR-13, November 22, 1991. Hepatitis B Virus: A comprehensive Strategy for Eliminating Transmission in the United States Through Universal Childhood Vaccination. Recommendations of the Immunization Practices Advisory Committee (ACIP) US Department of Health and Human Services, Public Health Service, Centers for Disease Control, National Center for Infectious Diseases, Atlanta, Georgia 30333.

## 12.17 Blood/Body Fluid Exposure Follow-Up for HIV (Source Known)

Applicability - this policy applies to:

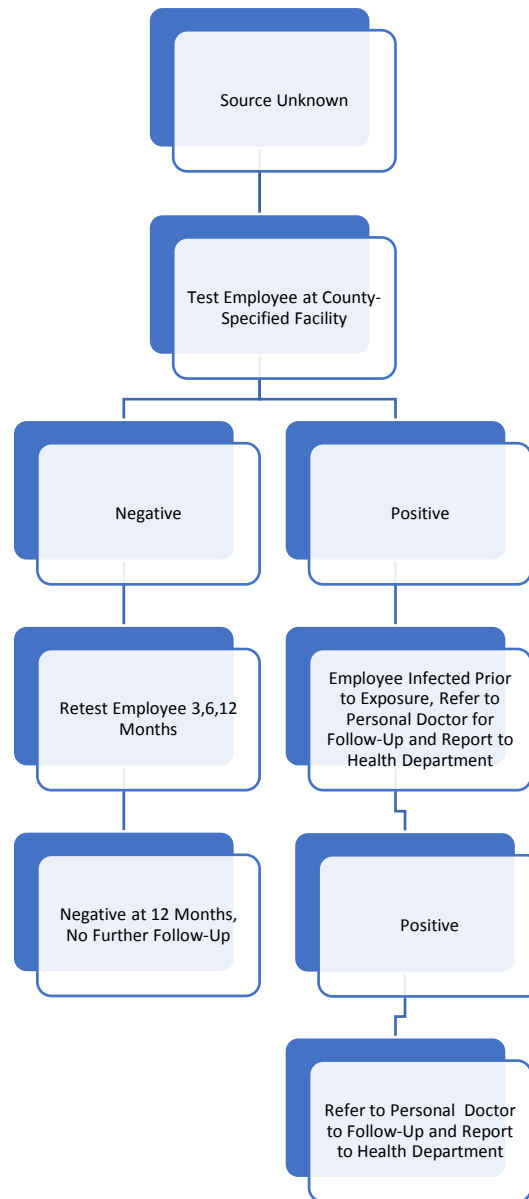
	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓



## 12.18 Blood/Body Fluid Exposure Follow-Up for HIV (Source Unknown)

Applicability - this policy applies to:

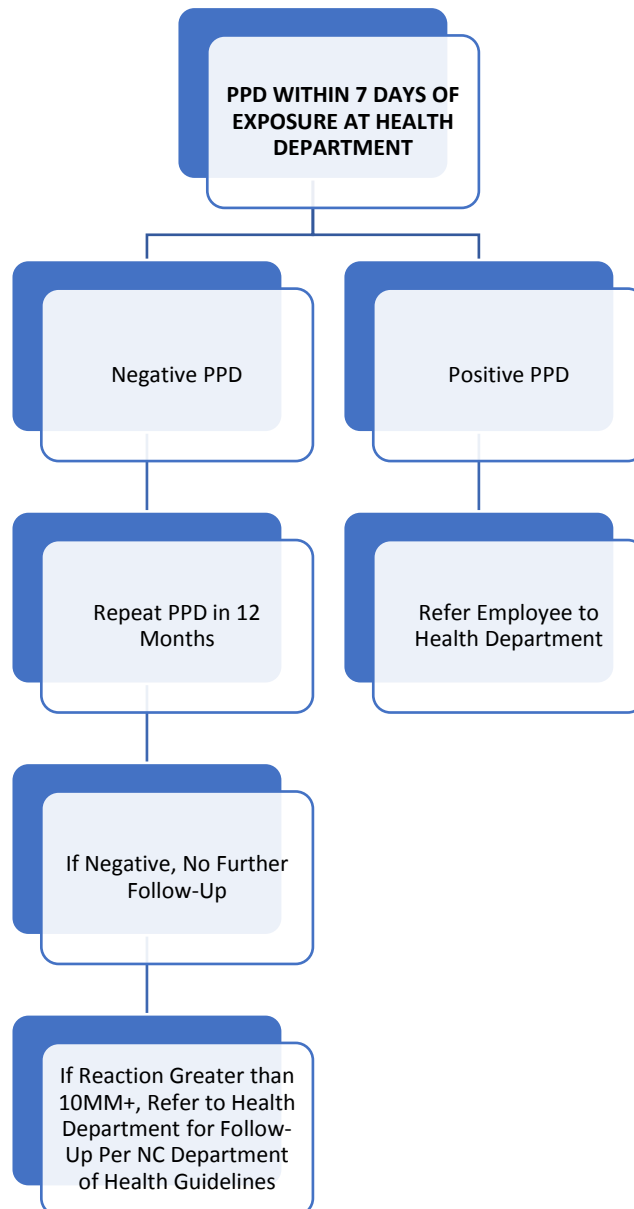
	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓



## 12.19 Airborne Exposure to TB Follow-Up Procedure

Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓



## 12.20 Record Keeping

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. Health records will be maintained on category 1 and 2 employees. The records will include communicable disease histories, immunization records, and complete exposure records including test results, follow up reports and waivers. These records will be kept for the employee's duration of employment plus thirty years. All records will be kept in the Personnel Department. Departments will maintain duplicate records to facilitate follow up of reported exposures.
- C. Medical records are strictly confidential and will be shared only with health care providers and administrative personnel directly involved in the employee's medical care and follow up.

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## 12.21 Training

### A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriff's Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. At the time of employment all employees with category I or category II positions will receive training on exposure control. The Exposure Control Plan will be reviewed. Each employee will satisfactorily demonstrate proper use of barrier precautions during their departmental orientation.
- C. The Risk Manager or designated departmental infection control officer will co-ordinate annual training on blood borne pathogens and Tuberculosis. Classes will be offered frequently to provide all employees with an opportunity to attend. Outlines and class objectives are in [Appendix I](#).

## 12.22 Compliance Monitoring

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. All county agencies with category I and II workers will perform quarterly compliance monitoring.
- C. Compliance monitoring may be either through employee interviews or observations. Each department should develop a methodology, which reasonably accomplishes the goal. A sample instrument is in [Appendix K](#).
- D. Compliance monitoring methodology must be approved by the Exposure Control Committee.
- E. The Risk Manager will maintain records of compliance monitoring provided by cognizant Departments.

---

## 12.23 Annual Review of Exposure Control Policy

A. Applicability - this policy applies to:

	Yes		Yes		Yes
County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board	✓	FT/PT Benefited Probationary	✓	Employees of Sheriffs Office	✓
Directors of Health, Social Services, Elections, and Soil and Water	✓	FT/PT Benefited Non-Probationary	✓	Employees of Register of Deeds Office	✓
Sheriff and Register of Deeds	✓	PT, Seasonal, Temporary	✓	Employees of Board of Elections Office	✓

- B. The Risk Manager will set up an annual review, during the third quarter of the calendar year, with a representative from Emergency Services. Infection control experts from the Health Department, Sheriffs Office and outside agencies may be invited to participate. This review will require the involvement of non-managerial employees to:
1. Evaluate technological change that eliminate or reduce exposures to bloodborne pathogens.
  2. Evaluate potentially safer medical devices designed to eliminate or minimize occupational exposures.
  3. Changes will be made and a sign off from the committee members will go into the record.
  4. Revised Exposure Control Plans will be available in electronic and written form to insure wide distribution of the document.
  5. Changes will be covered during continuing education for all affected county personnel.

## APPENDIX A - Universal Precautions

Universal precautions were developed by the Centers for Disease Control (CDC) to limit the transmission of HIV. The concept stresses that **ALL PATIENTS SHOULD BE ASSUMED TO BE INFECTIOUS FOR HIV AND OTHER BLOOD-BORNE PATHOGENS**. Universal precautions should be followed when personnel are exposed to blood, amniotic fluid, pericardial fluid, peritoneal fluid, synovial fluid, cerebrospinal fluid, semen, vaginal secretions, feces, urine, vomitus, sputum, saliva and any other body fluid visibly contaminated with blood.

Exposure means any contact with blood or body fluids (listed above) through percutaneous inoculation (needle stick injury or cut from contaminated material), contact with an open wound, non-intact skin or mucous membrane while on the job.

These are the guidelines of universal precautions.

1. Wash hands between patients. (Waterless hand cleaner is available in each work area where water for hand washing is not present.)
2. Wear gloves when coming into contact with blood or body fluids of any patient.
3. Wash hands immediately after removing gloves. (Waterless hand cleaner is available in the work area.)
4. Wash hands if they become contaminated with blood or other body fluids.
5. Do not recap, bend, cut or break needles, but place them into a puncture-proof container. Containers shall be labeled with a BIOHAZARD tag or symbol. Replace the container when it reaches the maximum fill level. (Containers are in each work area for this purpose.)
6. Wear gowns if soiling of your clothes with blood or body fluids is likely. Water-impermeable aprons are available when heavy soiling is anticipated.
7. Use other protective barriers (e.g., masks, goggles, glasses, bag valve masks, etc.) appropriate for the procedure being performed and the type of exposure anticipated.
8. Put damp or dry linen in regular linen bags. All potentially contaminated linen shall be double bagged in a plastic bags marked with the BIOHAZARD tag or symbol. Used linen should be bagged immediately in the area where it is generated. Handle soiled linen as little as possible. Then put the plastic bags into a regular linen bag and send it to the laundry.
9. Trash is to be bagged and discarded. EMS should discard liquid waste at the hospital.
10. Report any exposure (i.e., needle stick, splash of fluid into mucous membrane, etc.) to your supervisor.
11. Personal protective equipment and resuscitation equipment will be available in all work areas where there use is anticipated.



## APPENDIX B - Waiver For Hepatitis B Vaccine

I understand that due to my occupational exposure to blood and other potentially infectious materials, I may be at risk of acquiring hepatitis-B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis-B vaccine, at no charge to myself. However I decline hepatitis-B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. In the future, if I continue to have occupational exposure to blood and other potentially infectious materials and I decide to be vaccinated with hepatitis-B vaccine, I can receive the vaccination series at no charge to me.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

Note: Review [Appendix J](#), Important Information about Hepatitis B and Hepatitis B Vaccine with the employee.

Bloodborne Pathogens 29 CFR 1910.1030 [Appendix A](#) with Amendments as of September 1, 1994.

## APPENDIX C - Report of Exposure

### REPORT OF EXPOSURE

Employee \_\_\_\_\_

Department \_\_\_\_\_

Date of Exposure \_\_\_\_\_ Time of Exposure \_\_\_\_\_ am/pm

Type of exposure: Via what route? (blood, body fluid or secretion)

\_\_\_\_\_  
\_\_\_\_\_

Describe how the incident occurred. (include activity taking place).

Condition of exposure: (location, confined space)

Name of source patient:

Address and telephone of source patient:

Receiving hospital of source patient:

Preliminary Instructions to employee:

Follow-up protocol followed:

Names of other potentially exposed people involved in this incident.

Name \_\_\_\_\_ Home Tel.# \_\_\_\_\_ Agency \_\_\_\_\_

Name \_\_\_\_\_ Home Tel.# \_\_\_\_\_ Agency \_\_\_\_\_

Name \_\_\_\_\_ Home Tel.# \_\_\_\_\_ Agency \_\_\_\_\_

Name \_\_\_\_\_ Home Tel.# \_\_\_\_\_ Agency \_\_\_\_\_

## APPENDIX D - Recommended Personal Protective Equipment

### Recommended Personal Protective Equipment for Worker Protection Against HIV and HIB Transmission in Pre-Hospital Settings

TASK OR ACTIVITY	DISPOSABLE			Eye Wear
	GLOVES <sup>B</sup>	GOWN	MASK	
Bleeding control with spurting blood	Yes	Yes	Yes	Yes
Bleeding control with minimal bleeding	Yes	No	No	No
Emergency Childbirth	Yes	Yes	No	Yes <sup>A</sup>
Blood Drawing	Yes	No	No	No
Starting an IV Line	Yes	No	No	No
Placing an Advanced Airway	Yes	No	No <sup>C</sup>	Yes
Suctioning or manually cleaning airway equipment	Yes	No	No	No <sup>C</sup>
Handling Equipment/Microbial Contamination	Yes	No <sup>D</sup>	No	No
Taking Blood Pressure	No	No	No	No
Taking a Temperature	No	No	No	No
Giving an Injection	Yes	No	No	No

<sup>A</sup> if splashing is likely.

<sup>B</sup> gloves should be worn under the following conditions: if the health care worker has cuts, scratches or non-intact skin, if the patient is uncooperative, when performing finger or heel sticks on children, and during training.

<sup>C</sup> unless splashing is likely.

<sup>D</sup> unless soiling of clothing is likely during clean up.

Advanced Airway

ET endotracheal

EOA esophageal obturator

LMA laryngeal mask airway

King supraglottic airways

Combitube blind insertion airway device

## APPENDIX E - Waiver to Submit to Follow-Up Procedures After Possible Exposure To Infectious Disease

I, \_\_\_\_\_, have had explained to me the need for follow-up testing to evaluate my exposure

to \_\_\_\_\_. I understand that the testing is medically indicated.

I have had a chance to ask questions which were answered to my satisfaction and I believe that I understand the risks of my possible exposure and the benefits of follow-up testing.

I understand that no adverse action can be taken on the ground that I refused testing and follow-up since the procedures are designed for my benefit.

I understand that Workers' Compensation **may deny** claims for which initial testing and follow-up were refused.

I choose not to receive any testing or follow-up.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

Type of exposure: \_\_\_\_\_

Date of exposure: \_\_\_\_\_

## APPENDIX F - Informed Consent to Perform Tests and To Record Test Results

### INFORMED CONSENT TO PERFORM TESTS AND TO RECORD TEST RESULTS

Name of Employee \_\_\_\_\_

Date \_\_\_\_\_

Tests to be performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, have had explained to me the procedures for performing the above tests. I understand the need for these tests. I have had a chance to ask questions which were answered to my satisfaction.

I understand that the test result(s) will be part of my personnel medical record. I understand that my test results and my medical record are strictly confidential and will be shared only with health care providers, personnel managers and administration directly involved in my care and follow-up.

I understand the benefits and risks of the test(s). I agree to have the test(s) done and the results recorded in my record.

\_\_\_\_\_  
Signature of Employee                      Date

\_\_\_\_\_  
Signature of Witness                      Date

## APPENDIX G - Glossary

Acute (disease)	Of short duration, usually with a sudden onset, and sometimes severe.
Antibody	Substance that a person's immune system develops to help fight infection.
Antibody positive	The result of a test or series of tests to detect antibodies in the blood. A positive result means that antibodies are present.
Antigen	Substance that is foreign to the body. An antigen causes the immune system to form antibodies to fight the antigen.
Asymptomatic	Having a disease-causing agent in the body but showing no outward signs of disease.
Asymptomatic HIV Seropositive	The condition of testing positive for HIV antibody without showing any symptoms of disease. A person who is HIV- positive, even without symptoms is capable of transmitting the virus to others.
Body fluids	Fluids that have been listed by the CDC as linked to the transmission of HIV or HBV or to which universal precautions apply. A few examples of these fluids are semen, blood, vaginal secretions, and breast milk.
Carrier	A person who apparently is healthy, but who is infected with some disease-causing organism (such as HIV or HBV) that can be transmitted to another person.
CDC	The Center for Disease Control is a federal health agency that is a branch of the US Department of Health and Human Services. The CDC provides national health and safety guidelines and statistical data on HIV and other diseases.
Chronic (disease)	Lasting a long time, or recurring often.
Decontamination	Removing disease-causing agents, thus making the immediate environment or objects safe to handle.
Diagnosis	Identifying a disease by its signs, symptoms, course and laboratory findings.
Exposure	The act or condition of coming into contact with, but not necessarily being infected by, a disease-causing agent.
HB <sub>s</sub> AB	Hepatitis B surface antibody. Also known as Anti-HB <sub>s</sub> . Laboratory test verifying immunity after vaccination.
HB <sub>s</sub> AG	Hepatitis B surface antigen. Laboratory test that, when positive, indicates the patient is infectious
HBIG	Hepatitis B immune globulin, which is a preparation that provides some temporary protection following exposure to HBV if given within 7 days after exposure.
HBV	Hepatitis B, a viral infection that affects the liver. The effects of the disease on the liver can range from mild, even unapparent, to severe, to fatal.
Health care worker	An employee including but not limited to nurses, physicians, optometrists, laboratory technicians, phlebotomists, paramedics, emergency medical technicians, medical examiners, housekeepers, laundry workers and others whose work may involve direct contact with body fluids from living or dead individuals.
HIV	Human immunodeficiency virus, the cause of AIDS (advanced HIV).
Immune system	A body system that helps resist disease-causing germs, viruses or other infections.
Incubation period	The time period between infection and appearance of disease symptoms.

Infection	A condition or state of the body in which a disease-causing agent has entered it.
ISG	Immune serum globulin.
Mucous membrane	A moist layer of tissue that lines the mouth, eyes, nostrils, vagina, anus and urethra.
Non-intact skin	Skin that is chapped, abraded, lacerated, weeping or that has rashes or eruptions.
Pathogen	A disease-causing substance.
Percutaneous	Enters the body through the skin, for example, by needle-stick or on non-intact skin.
Rabies	Rabies causes acute encephalitis in all warm-blooded hosts, including humans. Transmission routes include contamination of mucous membranes (i.e. eyes, nose, mouth) and aerosol transmission. The most common transmission is through the bite of an infected host. Rabies is almost always fatal.
Sharps	A term describing anything that can penetrate the skin such as needles, lancets, glass, pipettes, etc.
Tuberculosis (TB)	TB is an airborne communicable disease caused by mycobacterium tuberculosis or the tubercle bacillus. Transmission may occur from inhaling tiny airborne particles expelled by a person who has infectious TB for a period of several hours.
Vaccine	A substance that produces or increases immunity and protection against a particular disease.
Virus	An organism that causes disease.

### Event or Job-Related Task

#### **Possible Blood or Body Fluid Exposure**

1. Cuts from falls
2. Cuts from machinery
3. Emptying trash - possible exposure to bloody articles
4. Paper cuts
5. Cleaning bathrooms - possible exposure to urine, body fluids
6. Picking up litter - possible exposure to blood or body fluids
7. Handling objects contaminated with blood or body fluids. Examples: swabs for Pap smears
8. Cleaning up urine, feces or vomitus
9. Drawing blood samples
10. Carrying tubes of blood
11. Starting IVs at the scene of an accident or in an ambulance
12. Performing hemorrhage control
13. Suctioning patients who may have blood in their airways
14. CPR on trauma patients
15. Delivering babies
16. Giving SQ injections
17. Doing Dextrostix
18. Cleaning equipment contaminated with blood or body fluids
19. Disposing of contaminated needles
20. Sustaining cuts at wreck scenes where surfaces could be contaminated with other people's blood
21. Handling dirty linen
22. Needle stick injuries
23. Touching diaphoretic patients
24. Dealing with combative patients who would intentionally throw urine or feces at employee
25. Being attacked by patient and scratched or cut
26. Working with equipment that was not cleaned properly by another crew
27. Splinters from bloody backboards
28. Transporting dirty linen from the hospital to the ambulance bases
29. Having to wear dirty uniforms until worker can change into a clean one
30. Accidental needle sticks sustained while treating a patient, i.e. an unseen needle in the patient's clothing or on the furniture or floor
31. Transfer of dirty uniforms to the residence for cleaning
32. Employee failure to wear gloves when treating patients
33. Tears in gloves
34. Poor hand washing techniques
35. Lax hand washing, i.e. not washing hands after every patient contact
36. Employees working while sick with colds or other minor illnesses
37. Failure to use protective equipment like a bag valve mask when resuscitating a patient



- 38. Unknowingly treating HIV or HBV infected patients being transferred from a nursing home or hospital to another facility
- 39. Giving first aid
- 40. Animal bites

**Possible Indirect Transmission of Communicable Disease**

- 40. Using the telephone
- 41. Handling objects touched by others
- 42. Handling money

**Possible Exposure to Airborne Diseases**

- 43. Being around sickly or recovering people
- 44. Exposure through droplet spread of infection
- 45. Working closely with others

## APPENDIX I - Training Outlines

### BLOODBORNE PATHOGENS

At the completion of the session or sessions the participant will have knowledge of:

1. The OSHA standard for blood borne pathogens.
2. Epidemiology and symptomatology of blood borne diseases.
3. Modes of transmission of blood borne diseases.
4. The County Exposure Control Plan.
5. Which procedures might cause exposure to blood or body fluids.
6. Universal Precautions and control measures specific for their job.
7. Housekeeping practices and decontamination procedures.
8. Personal protective equipment and when to wear it.
9. Post exposure evaluation and follow up.
10. Hazard signs and symbols.
11. How to dispose of contaminated waste.
12. The Hepatitis vaccination program.

### AIRBORNE DISEASES

1. The mode of transmission of airborne illnesses.
2. The signs and symptoms of Tuberculosis.
3. Personal protective devices and engineering controls available to prevent the transmission on TB.
4. Medical follow up after exposure to TB.
5. The purpose of the annual PPD test.

These outlines meet the minimum training requirements for employees. Individual departments may augment these outlines with additional materials pertinent to their jobs.

## APPENDIX J - Hepatitis B and Hepatitis B Vaccine

### IMPORTANT INFORMATION ABOUT HEPATITIS B AND HEPATITIS B VACCINE

Hepatitis B is an infection of the liver caused by the hepatitis B virus (HBV). The term "viral hepatitis" is often used for and may include hepatitis B and other similar diseases which affect the liver but are caused by different viruses.

Acute hepatitis generally begins with mild symptoms that may or may not become severe. These symptoms may include loss of appetite, a vague feeling of oncoming illness, extreme tiredness, nausea, vomiting, stomach pain, dark urine, and jaundice (yellow eyes and skin). Skin rashes and joint pain can also occur.

In the United States about 300,000 persons, mostly young adults, catch Hepatitis B each year. About one-quarter will develop jaundice, and more than 10,000 will need to be hospitalized. About 350-400 people die each year from severe acute hepatitis B. Between 6 and 10 of every 100 young adults who catch hepatitis B become chronic carriers (have HBV in their blood for 6 or more months) and may be able to spread the infection to others for a long period of time. Infants who catch hepatitis B are more likely to become carriers than adults. About one-fourth of these carriers go on to develop a disease called "chronic active hepatitis." Chronic active hepatitis often causes cirrhosis of the liver (liver destruction) and death due to liver failure. In addition, HBV carriers are much more likely than others to get cancer of the liver. An estimated 4,000 persons die from hepatitis B-related cirrhosis each year in the United States and more than 1,000 die from hepatitis b-related liver cancer.

The risk of catching hepatitis is higher in certain groups of people because of their occupation, lifestyle, or environment. Because of the risks of serious problems associated with hepatitis B infection, vaccination to help prevent infections is recommended for these groups.

#### HEPATITIS B VACCINE:

Hepatitis B vaccine is made two ways. Plasma-derived vaccine is made from portions of HBV particles that have been purified from the blood of carriers. The method used to prepare the plasma-derived hepatitis vaccine kills all types of viruses found in human blood, including the virus that causes Acquired Immunodeficiency Syndrome (AIDS). The recombinant vaccine is made from common baker's yeast cells through genetic engineering. The yeast-derived vaccine does not contain human blood products. The vaccine is given by injection on three separate dates. The first two doses should be given one month apart, and the third dose, 5 months after the second. After three doses, the hepatitis B vaccine is 85%-95% effective in preventing hepatitis B infection in those who received vaccine. The protection for normal adults and children given vaccine properly lasts at least 5 years. Booster doses of vaccine are not routinely recommended at the present time.

#### WHO SHOULD GET HEPATITIS B VACCINE?

The vaccine is recommended for persons at high risk of catching HBV infection who are or may be unprotected. These groups include:

1. Health care workers. Health care workers who are exposed to blood or blood products or

who may get accidental needle sticks should be vaccinated.

2. Clients and staff of institutions for the mentally retarded. The special behavioral and medical problems of the retarded make this a high-risk setting. The risk in these institutions is related to contact with blood and also with bites and contact with skin lesions and other body fluids that contain HBV. Clients and staff of group and foster homes where a carrier is known to be a parent should also be vaccinated.
3. Other contacts of HBV carriers. Vaccine use should be considered in classroom and other day settings where de-institutionalized mentally retarded HBV carriers behave aggressively or have special medical problems that may expose contacts to their blood and body secretions. Teachers and aides have been shown to be at significant risk in these settings. Other persons who have casual contact with carriers at schools and offices are at little risk of catching HBV infection and vaccine is not recommended for them.
4. Hemodialysis patients. Although the hepatitis B vaccine is less effective in these patients, it should still be offered to all hemodialysis patients.
5. Homosexually active men.
6. Users of unlawful injectable drugs. Sharing needles is an extremely high-risk activity for transmitting hepatitis B.
7. Recipients of certain blood products. Persons such as hemophiliacs who receive certain products to help their blood clot are at high risk of infection.
8. Household and sexual contacts of HBV carriers. When HBV carriers are identified, household and sexual contacts should be offered vaccine.
9. Special populations from areas with high rates of hepatitis B. These groups include Alaskan natives, native Pacific islanders, and immigrants and refugees from eastern Asia and sub-Saharan Africa.

#### VACCINE ALSO SHOULD BE CONSIDERED FOR:

1. Long term inmates of prisons. The risks of prisoners catching HBV infection may be due to use of unlawful injectable drugs.
2. Heterosexuals who come in for treatment of sexually transmitted diseases and who have histories of sexual activity with multiple sexual partners.
3. Persons who plan to travel to areas outside the United States that have high rates of hepatitis B infection, stay in those areas for more than 6 months, and have close contact with the local population; and, persons traveling for shorter duration who may have sexual contact with local persons in areas where HBV infection is common. Persons traveling abroad who will perform medical procedures in areas where HBV infection is common are at very high risk.

#### ADDITIONAL VACCINES:

Hepatitis B vaccine is also recommended as part of the therapy used to prevent hepatitis B infection after exposure to HBV. Post exposure use of hepatitis B vaccine is recommended for the following persons: (1) infants born to mothers who have a positive blood test for hepatitis B surface antigen (HBsAg); and, (2) persons having accidents involving HBsAg-positive blood where there is entry through the skin or a mucous membrane. In addition, vaccination may be recommended for persons having sexual contact with someone who has a positive blood test for HBsAg. The hepatitis B vaccine series should be started at the same time as other therapy, primarily, treatment with hepatitis B immune globulin (HBIG).

#### POSSIBLE SIDE EFFECTS FROM THE VACCINE:

The most common side effect is soreness at the site of injection. Other illnesses, such as neurologic reactions, have been reported after vaccine is given but hepatitis B vaccine is not believed to be the cause of these illnesses. As with any drug or vaccine, there is a rare possibility that allergic or more serious reactions or even death could occur. No deaths, however have been reported in persons who have received this vaccine. Giving hepatitis B vaccine to persons who are already immune or to carriers will not increase the risk of side effects.

#### PREGNANCY:

No information is available about the safety of the vaccine for unborn babies; however because the vaccine contains only particles that do not cause hepatitis B infection, there should be no risk. In contrast, if a pregnant woman gets a hepatitis B infection, this may cause severe disease in the mother and chronic infection in the newborn baby. Therefore, pregnant women who are otherwise eligible can be given hepatitis B vaccine.

#### QUESTIONS:

If you have any questions about hepatitis B or hepatitis B vaccine, please ask us now or call your doctor or health department before you sign this form.

#### REACTIONS:

If the person who received the vaccine gets sick and visits a doctor, hospital, or clinic during the 4 weeks after receiving the vaccine, please report it.

## APPENDIX K - Compliance Monitoring Instrument

### COMPLIANCE MONITORING INSTRUMENT

Department: \_\_\_\_\_ Date: \_\_\_\_\_

Number of Observations	Indicator	TFE	% Yes	% No
	Soap dispensers are filled with approved handwashing agent	95%		
	Soap dispensers are working	95%		
	Adequate supply of paper towels	95%		
	Sinks are functional	95%		
	Floor of ambulance is clean	95%		
	All surfaces in patient areas are clean	95%		
	Sharps containers are filled to full line or below	95%		

Individual departments with category I and II employees should develop job specific compliance monitoring instruments using this model. These instruments must be on file with the Risk Manager. Monitoring will be done quarterly using a combination of employee interviews and direct observations. Quarterly reports are forwarded to the Risk Manager.

## APPENDIX L - Post Exposure Check List

### POST-EXPOSURE CHECK LIST

Employee Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Department \_\_\_\_\_ Date of Exposure \_\_\_\_\_ Source Patient Name \_\_\_\_\_

Advised of Source Patient's HIV and HB<sub>s</sub> AG \_\_\_\_\_

#### HIV TESTING OFFER

\_\_\_\_\_ Offered HIV testing

\_\_\_\_\_ Employee's signed consent for HIV serial testing; at baseline, 6 weeks, 3 months, 6 months, 12 months.

\_\_\_\_\_ Employee signed waiver for HIV testing.

#### HEPATITIS B FOLLOW-UP

\_\_\_\_\_ Employee has completed initial HBV Vaccination Series

\_\_\_\_\_ HB<sub>s</sub>AB Titer done on \_\_\_\_\_.

Immune Status \_\_\_\_\_

\_\_\_\_\_ If indicated; HBIG given on \_\_\_\_\_,

ISG given on \_\_\_\_\_,

or Hepatavax given on \_\_\_\_\_.

\_\_\_\_\_ HBV vaccine or other treatment declined on \_\_\_\_\_.

#### OTHER FOLLOW-UP

\_\_\_\_\_ Employee received counseling appropriate to exposure risks.

\_\_\_\_\_ Employee offered \_\_\_\_\_  
treatment for possible exposure to \_\_\_\_\_.

\_\_\_\_\_ Employee waived recommended treatment and follow up.

#### OTHER COMMENTS:

\_\_\_\_\_  
Signature of Designated Infection Control Monitor Following Case

## APPENDIX M - Rabies Vaccine Waiver Form

### Waiver For Rabies Vaccine

I understand that due to my occupational exposure to animals and other potentially infectious materials, I may be at risk of acquiring Rabies. I further understand that once I contract Rabies that it is most always fatal. I have been given the opportunity to be vaccinated to prevent Rabies, at no charge to myself. However I decline the Rabies vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Rabies, a potentially fatal disease. In the future, if I continue to have occupational exposure to animals and other potentially infectious materials and I decide to be vaccinated for Rabies, I can receive the vaccination series at no charge to me.

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Signature of Employee

---

Date

---

Signature of Witness

---

Date



## APPENDIX N - Emergency Services Respiratory Protection Plan

### EMERGENCY SERVICES RESPIRATORY PROTECTION PLAN

- I. Employees are issued a HEPA mask and carry the mask with them during working hours.
  - A. Indications for the use of HEPA masks are covered in the Exposure Control Plan and in the Safety Section of the EMS Division Standard Operating Guidelines.
  - B. These masks are disposable and are replaced after each use.
- II. Fit testing for new employees is done during department orientation.
  - A. Employees learn about the HEPA masks stocked by the county.
  - B. The trainer will demonstrate how to properly fit and adjust the mask.
  - C. Qualitative fit testing is utilized to determine if the employee has a tight seal.
  - D. Documentation is kept on the results of each test and the type and size of the mask suited for each employee.
- III. Repeat fit testing is indicated when employees gain or lose a significant amount of weight or when new products are stocked.
- IV. Annual Evaluation
  - A. Existing employees will fill out a respiratory questionnaire annually.
  - B. The Medical Director will review and sign off on questionnaires
  - C. Employees with satisfactory results do not need further follow up.
  - D. Those employees identified as having risk factors for HEPA masks will be referred to the county's nurse practitioner for evaluation.
  - E. All questionnaires will be maintained in the confidential medical file for employees for the duration of their employment plus thirty years.

## APPENDIX O - Verification of Annual Review

### VERIFICATION OF ANNUAL REVIEW

The Risk Manager will set up an annual review, during the third quarter of the calendar year, with a representative from Emergency Services. Infection control experts from the Health Department, Sheriffs Office and outside agencies may be invited to participate. This review will require the involvement of non-managerial employees to:

1. Evaluate technological change that eliminate or reduce exposures to bloodborne pathogens.
2. Evaluate potentially safer medical devices designed to eliminate or minimize occupational exposures.

Plan Review Date \_\_\_\_\_

Review Team Members:

The County Risk Manager

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

The County Emergency Services designee

Name: \_\_\_\_\_

The County Health Department designee (if applicable)

Name: \_\_\_\_\_ Managerial

Signature: \_\_\_\_\_ Non-Managerial

The County Sheriffs Office designee (if applicable)

Name: \_\_\_\_\_ Managerial

Signature: \_\_\_\_\_ Non-Managerial

Other Agency designee (if applicable)

Agency Name: \_\_\_\_\_

Name: \_\_\_\_\_ Managerial

Signature: \_\_\_\_\_ Non-Managerial

Other Agency designee (if applicable)

Agency Name: \_\_\_\_\_

Name: \_\_\_\_\_ Managerial

Signature: \_\_\_\_\_ Non-Managerial

## APPENDIX P - Recommended Work Restrictions

DISEASE/PROBLEM	RELIEVE FROM PATIENT CONTACT	PARTIAL WORK RESTRICTION	DURATION
Conjunctivitis, infectious	Yes		Until discharge ceases
Cytomegalovirus, infectious	No	TBD	Treatment as needed
Diarrhea, acute	Yes		Until symptoms resolve and R/O Salmonella
Diarrhea, convalescent	No	Personnel should not take care of high risk patients	Until stool is free of the infecting organism on 2 consecutive cultures not less than 24 hours apart
Other enteric pathogens	No		
Enteroviral	No	Personnel should not take care of infants and newborns	Until symptoms resolve
Group A streptococcal disease	Yes		Until 24 hours after treatment
Hepatitis A	Yes		Until 7 days after the onset of jaundice
Hepatitis B, acute and Hepatitis B carrier	No	Personnel should wear gloves for procedures that involve trauma to tissues or contact with mucous membranes or non-intact skin	Until antigenemia resolves
Hepatitis Non-A, Non-B (acute Hepatitis C)	No	Same as acute Hepatitis B	Period of infectivity has not been determined
Herpes simplex, genital	No		
Herpes simplex, orofacial	No	Personnel should not take care of high risk patients	Until lesions heal
Hepatic whitlow	Yes	It is not known whether gloves prevent contamination	Until lesions heal
HIV	No	Personnel should wear gloves for procedures that involve trauma to tissues or contact with mucous membranes or non-intact skin	As long as providing direct patient care

DISEASE/PROBLEM	RELIEVE FROM PATIENT CONTACT	PARTIAL WORK RESTRICTION	DURATION
Immunosuppressed i.e. HIV, chemotherapy, renal failure, etc	Yes	Personnel should wear gloves for procedures that involve trauma to tissues or contact with mucous membranes or non-intact skin	Until cleared by physician
Measles, active	Yes		Until 7 days after the rash disappears
Measles-Post exposure, susceptible personnel	Yes		From the 5th through the 21st day after exposure and/or 7 days after the rash appears
Measles-Post exposure, susceptible personnel	Yes		From the 5th through the 21st day after exposure and/or 7 days after the rash appears
Mumps, active	Yes		Until 9 days after onset of parotitis
Mumps-Post exposure susceptible personnel	Yes		From the 12th day through the 26th day after exposure or until 9 days after onset of parotitis
Pertussis, active	Yes		From the beginning of the catarrhal stage through the 3rd week after onset of paroxysms or until 7 days after start of effective therapy
Pertussis-Post exposure susceptible personnel	No		Same as active Pertussis if symptoms develop
Rubella, active	Yes		Until 5 days after the rash appears
Rubella-Post exposure susceptible personnel	Yes		From the 7th day through the 21st day after exposure and/or 5 days after rash appears
Scabies, lice and body parasites	Yes		Until treated
Staphylococcus aureus, skin lesions	Yes		Until lesions have resolved
Tuberculosis	Yes	Yes	Until two weeks of treatment with TB medications and until symptoms subside.

DISEASE/PROBLEM	RELIEVE FROM PATIENT CONTACT	PARTIAL WORK RESTRICTION	DURATION
Upper respiratory infections	Yes	Personnel with upper respiratory infections should not take care of high-risk patients	Until acute symptoms resolve
Zoster (Shingles)	No	Appropriate barrier desirable; personnel should not take care of high-risk patients	Until all lesions dry and crust
Varicella (Chickenpox) active	Yes		Until all lesions dry and crust
Varicella-Post exposure	Yes		From the 10th day through the 21st day after exposure or if varicella occurs until all lesions dry and crust

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** October 25, 2019  
**SUBJECT:** REI Engineers Amendment to Master Service Agreement

---

Please see the attached Amendment.

Please approve the attached Amendment to the Master Service Agreement with REI Engineers, Inc. for Rowan County roofing projects.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
REI Engineers Agreement for Approval	10/28/2019	Cover Memo

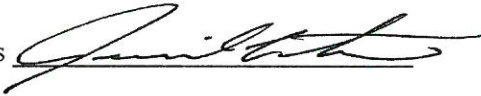
**Amendment to Master Service Agreement**

This Amendment No. 1 to the Master Service Agreement is entered into and effective this 14<sup>th</sup> day of August 2019, by and between Rowan County, Salisbury, NC hereinafter referred to as Client, and REI Engineers, Inc., 1927 J.N. Pease Place, Charlotte, NC 28269 hereinafter referred to as REI. REI will provide professional services for tasks related to Civil Engineering services for Client on an as needed basis from April 1, 2019 to March 20, 2022 as referenced in the Master Service Agreement.

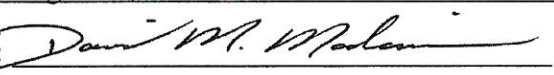
ACCEPTED FOR

REI Engineers, Inc.

Witness



By:



David Madonia, Executive Vice President

(Name and Title)

Date: 08/14/2019

ACCEPTED FOR

Rowan County, Salisbury, NC

Witness

\_\_\_\_\_

By:

\_\_\_\_\_

(Name and Title)

Date:

\_\_\_\_\_





REIEN-4

OP ID: CG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hartsfield & Nash Agency, Inc. Post Office Box 1109 Wake Forest, NC 27588 Lorie Borrelli, CIC, AAI		919-556-3698		<b>CONTACT NAME:</b> Lorie Borrelli, CIC, AAI <b>PHONE (A/C, No, Ext):</b> 919-556-3698 <b>FAX (A/C, No):</b> 919-556-8758 <b>E-MAIL ADDRESS:</b> connie@hartsfield-nash.com	
<b>INSURED</b> Roof Engineering Inc RE Engineers, Inc. 9121 Anson Way Ste 100 Raleigh, NC 27615				<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Companies <b>INSURER B:</b> Travelers Property & Casualty <b>INSURER C:</b> Endurance American Specialty <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
				<b>NAIC #</b> 10677 36161 41718	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ENP0196990	06/01/2019	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0196990	06/01/2019	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ENP0196990	06/01/2019	06/01/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB6K8158301947G	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liab		DPL10002229409	06/01/2019	06/01/2020	Per Claim 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

ROWA130  Rowan County 130 West Innes Street Salisbury, NC 28144	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



## Master Service Agreement

Rowan County, Salisbury, NC hereinafter referred to as Client, hereby offers the following proposal for retention of REI Engineers, Inc., 1927 JN Pease Place, Charlotte, NC 28269 hereinafter referred to as REI, on an as needed basis from April 1, 2014 to March 30, 2019 to provide professional services for tasks related to Civil Engineering services.

The following terms apply to this Agreement:

1. Professional services will be retained as an independent contractor, not as an employee of Client or the State of North Carolina.
2. Each task for which services are required will be separately discussed and negotiated to resolve the scope of the task, work schedule, coordination requirements, review procedures and fee(s).
3. Any plans, specifications or studies developed under this agreement will conform to the requirements of the latest edition of the North Carolina Construction Manual.
4. The design fee, including travel and other direct costs, will be agreed upon prior to the undertaking of services. Payments will be as negotiated and as set forth in future specific task contracts. In accordance with General Statute 142-328 payment for services cannot be made in advance. Violations will require restitution to the State and may result in the termination of the Agreement and/or criminal prosecution.
5. In the event that the scope of required services is not adequately defined prior to beginning the task, compensation may be paid on an hourly basis against an estimated total design cost. The total hourly compensation cannot exceed the estimated total design cost without prior written approval. Hourly compensation rates will be subject to approval prior to the start of the work.
6. This Agreement may be terminated in writing at any time by either party without penalty.

The procedures for execution of a task contract are as follows:

1. Client will initiate contact when services are required. Assignments made by anyone other than those authorized below are not valid and therefore will not be honored for payment. The following is a list of personnel authorized to make assignments under your Design Agreement:

Gary L. Page      Leslie E. Heidrick      David Sifford

2. A time will be scheduled when you can visit the site of the work and discuss the scope for the task.
3. A proposal that will summarize your understanding of the task, construction cost estimate, a schedule for the work and fee that you will require to complete the task, will be submitted to Client in writing.

## **TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES**

### **ARTICLE 1. SERVICES: REI WILL:**

- 1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar to THE TASK.
- 1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT.
- 1.4 Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law.
- 1.5 Retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded.
- 1.6 Retain all pertinent records relating to the services performed for a period of three years following submission of the report, during which period the records will be made available to CLIENT at all reasonable times.

### **ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:**

- 2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE TASK.
- 2.2 REI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to REI such information as is available to the Client and the Client's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the Client to REI.
- 2.3 Furnish right of entry onto THE TASK site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for THE TASK.



2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

### **ARTICLE 3. GENERAL CONDITIONS:**

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to THE TASK customarily vested in THE TASK architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts of omissions of any party or parties involved in the design of THE TASK or the failure of any contractor or subcontractor to construct any item on THE TASK in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the task, the Client waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of Client, or safety precautions and programs incident thereto.

### **ARTICLE 4. INSURANCE:**

4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to THE TASK. CLIENT agrees, therefore, to include, or cause to be included in THE TASK'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE TASK contractor as CLIENT

deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with TASK requirements.

#### **ARTICLE 5. LIMITATIONS OF LIABILITY:**

5.1 To the maximum extent permitted by law, the Client agrees to limit REI's liability for the Client's damages to the sum of \$10,000.00 or REI's fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

#### **ARTICLE 6. PAYMENT:**

6.1 CLIENT will pay REI for services and expenses in accordance with the attached fee schedule. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

#### **ARTICLE 7. EXTENT OF AGREEMENT:**

The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI.

#### **ARTICLE 8. MEDIATION:**

8.1 In an effort to resolve any conflicts that arise during the design or construction of the task or following the completion of the task, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the task and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### **ARTICLE 9. CERTIFICATE OF MERIT:**

The client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.



**ARTICLE 10, BIOLOGICAL GROWTH:**

Client releases REI from any and all claims Client and Client's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Client's Building.

ACCEPTED FOR

REI Engineers, Inc.

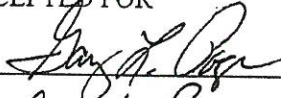
Witness: 


By:  - Vice President

(Name and Title)

Date: 5/2/14

ACCEPTED FOR



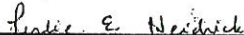
Witness: 

By: Gray L. Page, Rowan Co. Mgr.

(Name and Title)

Date: 4/21/14

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.



FINANCE DIRECTOR

**Exhibit A**  
**REI ENGINEERS**  
**2014 Standard Fee Schedule**

**A. PERSONNEL AND EQUIPMENT CHARGES**

**1. Personnel Charges\***

- a. Professional Engineer/Registered Consultant.....\$155.00/hr.
- b. Task Manager.....\$115.00/hr.
- c. Technician.....\$70.00/hr.
- d. Draftsman (includes AutoCAD time).....\$55.00/hr.
- e. Clerical.....\$45.00/hr.

\* Depositions and court at time and one-half. Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time. Minimum technician charge for site visits is four hours.

**2. Miscellaneous Charges**

- a. Mileage.....\$0.60/mile
- b. Per Diem.....\$90.00/day
- c. Expenses.....Cost ÷ 0.8

**B. FIELD TESTING**

- 1. Roof Cores.....\$ 40.00/ea
- 2. Asbestos Testing.....\$ 50.00/ea
- 3. Factory Mutual 1-52 Negative Pressure Test..... Refer to Testing Fee Schedule\*\*
- 4. Infrared Moisture Survey..... Refer to Testing Fee Schedule\*\*
- 5. Roof Condition Survey..... Refer to Testing Fee Schedule\*\*

\*\* Provided upon request.

**C. CONTRACT DOCUMENTS**

- 1. Lump sum, percentage or not-to-exceed..... As quoted

**D. GENERAL**

- 1. Task specific work will be performed as quoted.

**EXHIBIT B**  
**REI STANDARD FEE SCHEDULE**  
**CONTRACT DOCUMENTS AND CONSTRUCTION ADMINISTRATION FEE SCHEDULE**

Estimated Construction Cost (ECC)	Design Fee % of ECC	Construction Admin % of ECC	Total Fee % of ECC
\$0 - \$50k	8.00%	5.00%	13.00%
\$50k - \$250k	6.50%	4.50%	11.00%
\$250k - \$500k	5.00%	4.00%	9.00%
\$500k - \$700k	5.00%	3.00%	8.00%
\$700k & Above	4.75%	3.00%	7.75%

1. Fees will vary and based on individual client needs.

**EXHIBIT C**  
**REI STANDARD FEE SCHEDULE**  
**ROOF CONDITION OBSERVATION FEE SCHEDULE**

\*The costs listed below include but are not limited to the following services:

Roof review to determine existing conditions and system compositions

Full report including photographs, findings, recommendations, conclusions,  
estimated repair/replacement costs and a roof plan indicating survey area(s)

ROOF AREA (Square Feet)	PER SQUARE FOOT \$ + (BASE COST)
UP TO 40,000	0.00 + \$1,800
40,100 TO 200,000	0.03 + \$800.00
200,100 TO 500,000	0.025 + \$2,000.00
500,100 AND UP	0.02 + \$5,000.00

**NOTES**

1. Travel fees may apply.
2. Contractor services will be billed as an additional expense.



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees  
**DATE:** October 28, 2019  
**SUBJECT:** Summit Corporate Center Amended Declaration

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This amendment does three (3) things:

1. Allows new Convenience Center site for Rowan County; and
2. Allows flexibility for excess parking area pervious surface rather than asphalt; and
3. Allows for certain Retail Use expansion ONLY on the Retail Lots owned by Hutton Group that clarifies several Retail uses that we're not clearly established as Permitted Uses in the prior Retail Amendment for them.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Amended Declaration	10/28/2019	Cover Memo

**Amendment to  
Declaration of  
Protective Covenants  
And Restriction**

Summit Corporate Center  
Salisbury, North Carolina

WHEREAS, Declarant, Rowan County, owns certain real property in Rowan County, North Carolina, referred to in Article 1; and

WHEREAS, Declarant has developed the real property and further intends that the remaining real property now or hereafter made subject to this Declaration be developed as a business park to be known as Summit Corporate Center; and

WHEREAS, for the purpose of insuring the proper development of such real property; to protect and enhance the values and amenities of all properties within the park; to ensure the proper use, appropriate development and improvement of such properties; to protect against the construction of improvements and structures built of improper or unsuitable materials; to provide for a method for the maintenance and continued improvement of common areas thereof; and in general to encourage construction of high-quality, permanent improvements that will promote the general welfare of all existing and future owners and occupants, Declarant adopted and recorded Protective Covenants and Restrictions for Summit Corporate Center in Book 776, page 395, Rowan County Registry (the "Original Declaration") and amended these Protective Covenants and Restrictions by amendments recorded in Book 866, page 95; Book 872, Page 395; Book

1037, Page 188; and Book 1246, Page 571 of the Rowan County Registry (the Original Declaration, as amended by these amendments, is the "Existing Declaration");

WHEREAS, pursuant to Section 6.02 of the Original Declaration, the Declaration may be amended by instrument executed by owners of no less than three-fourths (3/4's) of the owners parcels subject to assessment;

WHEREAS, the Undersigned Owners collectively and in the aggregate currently own in excess of three-fourths (3/4s) of the owner's parcels subject to assessment; and

WHEREAS, the Declarant now desires to amend the Existing Declaration as set out herein.

NOW, THEREFORE, the Declarant does hereby amend the Existing Declaration as set out herein.

**Article III - Regulations Governing Uses and Improvements** Sections 3.07, 3.08 and 3.17 shall and they are hereby amended as follows and the following is substituted in places of those Sections in the Existing Declaration:

*3.07 Permitted Operations and Uses:* Unless otherwise specifically prohibited herein, any business operation and use allowed by applicable zoning and other land use regulations will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce nuisance to adjacent sites, such as, but not limited to, vibration, sound, electromechanical disturbance and radiation, electro-magnetic disturbance, air or water pollution, dust, emission of odorous, toxic or non-toxic matter, smoke, heat, unusual excavations, or other activities which may in the discretion of the signatories hereto be considered objectionable to the purposes for which the properties are being developed. Exceptions to the preceding use restrictions may be made during periods when equipment breakdown or malfunction occurs in such a manner as to make it evident that the effect was not reasonably preventable. The property may also be used as a recycling convenience center for the temporary storage and transportation of bulk and solid waste and recycling.

*3.08 Prohibited Operations and Uses:* The operation and use of drilling for and/or removal of oil, coal, gas, or other hydrocarbon substances on any property subject to these restrictions shall not be permitted. With the exception of the permitted operations and uses set forth in Section 3.07 above, the following operations and uses shall not be permitted on any property subject to these restrictions: residential; trailer courts; labor camps; junk yards; commercial excavation of building or construction materials; distillations of bones; any activity which shall cause undue fire hazard; dumping, disposal and/or incineration of garbage, sewage, offal, dead animals or refuse; fat rendering; stock yard or slaughter of animals; refining of petroleum or its products; smelting of iron, tin, zinc, or other ores; hog, cattle, chicken or other animal raising; scrap yard storage; automotive garage repair or sales facility; retail or wholesale commercial stores open to

the public at large; building material storage except as may be required during construction of improvements; lumberyard, coal or wood yard; stone or monument works; auto wrecking, salvage yards; used material yards; storage of baled or waste scrap paper, rags, scrap metals, bottles or other junk; bag cleaning; central mixing plant for asphalt, mortar, plaster or concrete; any quarry operations; and any use specifically prohibited by law. Nothing herein shall be deemed to exclude or prohibit the following uses on Tract 1, containing 26.300 acres, more or less ("Tract 1"), or Tract 2, containing 17.523 acres, more or less ("Tract 2"), of the Summit Corporate Center, as shown on the survey by Concord Engineering and Surveying, Inc., and recorded in Book of Maps 9995 at Page 3221, in the Office of the Register of Deeds for Rowan County, North Carolina (Tract 1 and Tract 2 are, collectively referred to herein as the "Retail Parcels"): (i) the construction, operation, and occupancy of a commercial hotel, motel, or extended stay facility, (ii) the construction, operation and occupancy of a motion picture theater, provided that the construction, operation, and occupancy of such facilities have been approved in all respects by the Declarant, (iii) the construction, operation, and use of a retail shopping center, (iv) the construction, operation, and use of automotive garage, automotive repair or sales facilities, (v) the construction, operation, and use of retail or wholesale commercial stores open to the public at large; (vi) the construction, operation and use of home improvement retailers (such as, by way of example only, Lowe's, Home Depot, or Ace Hardware).

**3.17 Vehicular Parking:** The parking and storage of all motor vehicles by occupants, their guests, invitees and licensees, shall be within the Parcel boundaries. Sufficient parking spaces must be provided by the Owner in areas designated for such purposes. A parking space shall be a minimum of one hundred sixty two (162) square feet set aside for the parking of the car; driveways and other spaces for the movement of cars shall not be included in computing the one hundred sixty two (162) square feet minimum required parking space. No loading or unloading areas shall be located within the established front yard of a building unless approved by Declarant (for purposes of this sentence, the term "front yard" will mean the area of land immediately adjacent to or directly in front of the location of the building's primary front entrance)."Parking shall be allowed within an established front yard, if such parking area is not within the landscape easement and is thirty (30) feet from any adjoining property boundary. Additional parking, loading and unloading areas may be located within established side or rear yards, however, no parking, loading and unloading area shall be within twenty (20) feet of a rear or side property boundary or street right-of-way. Parking areas and all driveways shall be constructed with asphalt or concrete and shall include adequate drainage facilities to dispose of surface water. To the extent that asphalt or concrete paved parking for a Parcel or portion thereof meets the applicable requirements of the Rowan County Zoning Ordinance, then additional parking may use alternative paving methods, such as engineered grass pavers. Landscaping in parking areas shall comply with all applicable local regulations. Notwithstanding the foregoing, the requirements that (i) a parking area within an established front yard not be permitted within thirty (30) feet of an adjoining property boundary and (ii) additional parking, loading, and unloading areas within side or rear yards not be within twenty (20) feet of a rear or side property boundary or street right-of-way, will not apply to the Retail Parcels.

Except as expressly stated herein, the Existing Declaration Agreement shall remain in full force and effect unaltered hereby. Capitalized terms not otherwise defined herein shall bear those definitions assigned thereto in the Existing Declaration.

**{Signature Pages Follow}**

**IN WITNESS WHEREOF**, the Undersigned, have caused this indenture to be signed and attested to as follows:

**ROWAN COUNTY**

(Owner of Eight Parcels, More Specifically  
Rowan County Tax Map Parcels 402 005,  
402 063, 402 072, 402 A004, 402 B006, 402  
C001, 402 C002, 402 C003)

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(SEAL)

By: Gregory C. Edds, Chairman

ATTEST:

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Carolyn Barger  
Clerk to the Board

**NORTH CAROLINA  
ROWAN COUNTY**

I, \_\_\_\_\_, Notary Public for said County and State, certify that  
\_\_\_\_\_ personally came before me this day and  
acknowledged that she is Clerk to the Board of the Rowan County Board of  
Commissioners, a governmental entity and that by authority duly given the foregoing  
instrument was signed in its name by its Chairman, sealed with its County seal, and  
attested by herself as its Clerk.

Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public

My Commission Expires:

---

[SEAL]

TKC XCVII, L.L.C., a North Carolina  
limited liability company  
*(Owner of One Parcel, More Specifically  
Rowan County Tax Map Parcel 402 C007)*

By: \_\_\_\_\_ (SEAL)  
[Name of Manager]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, \_\_\_\_\_, a Notary Public of the County and State  
aforesaid, certify that \_\_\_\_\_, either being personally known to me  
or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who  
is the Manager of TKC XCVII, LLC, a State of North Carolina limited liability company,  
personally appeared before me this day and acknowledged that (s)he is Manager of TKC  
XCVII, LLC and that as Manager being duly authorized to do so, voluntarily executed  
the foregoing instrument on behalf of said company for the purposes stated herein.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Notarial Seal)

TKC XCI, L.L.C., a North Carolina  
limited liability company  
*(Owner of One Parcel, More Specifically  
Rowan County Tax Map Parcel 402 C004)*

By: \_\_\_\_\_ (SEAL)  
[Name of Manager]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, \_\_\_\_\_, a Notary Public of the County and State  
aforesaid, certify that \_\_\_\_\_, either being personally known to me  
or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who  
is the Manager of TKC XCI, LLC, a State of North Carolina limited liability company,  
personally appeared before me this day and acknowledged that (s)he is Manager of TKC  
XCI, LLC and that as Manager being duly authorized to do so, voluntarily executed the  
foregoing instrument on behalf of said company for the purposes stated herein.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Notarial Seal)



Core Investors, L.L.C., a North Carolina  
limited liability company  
*(Owner of One Parcel, More Specifically  
Rowan County Tax Map Parcel 402A 003)*

By: \_\_\_\_\_ (SEAL)  
[Name of Manager]

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State  
aforesaid, certify that \_\_\_\_\_, either being personally known to me  
or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who  
is the Manager of Core Investors, LLC, a State of North Carolina limited liability  
company, personally appeared before me this day and acknowledged that (s)he is  
Manager of Core Investors, LLC and that as Manager being duly authorized to do so,  
voluntarily executed the foregoing instrument on behalf of said company for the purposes  
stated herein.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Notarial Seal)

E & B Brown Enterprises, L.L.C., a  
Kentucky limited liability company  
*(Owner of One Parcel, More Specifically  
Rowan County Tax Map Parcel 402 081)*

By: \_\_\_\_\_ (SEAL)  
[Name of Manager]

COMMONWEALTH OF KENTUCKY

COUNTY OF PULASKI

I, \_\_\_\_\_, a Notary Public of the County and Commonwealth aforesaid, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who is the Manager of E & B Brown Enterprises, LLC a Commonwealth of Kentucky limited liability company, personally appeared before me this day and acknowledged that (s)he is Manager of E & B Brown Enterprises, LLC and that as Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated herein.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Notarial Seal)

Rowan Summit, LLC, a North Carolina  
limited liability company  
*(Owner of Eight Parcels, More Specifically  
Rowan County Tax Map Parcels 402C 002,  
008, 009, 014, 015, 016, 017, 018 and 019)*

By: \_\_\_\_\_ (SEAL)  
Benjamin P. Harper  
General Counsel

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State  
aforesaid, certify that \_\_\_\_\_, either being personally known to me  
or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who  
is the Manager of Rowan Summit, LLC, a State of North Carolina limited liability  
company, personally appeared before me this day and acknowledged that (s)he is General  
Counsel of Rowan Summit, LLC and that as General Counsel being duly authorized to do  
so, voluntarily executed the foregoing instrument on behalf of said company for the  
purposes stated herein.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Notarial Seal)

AFS Salisbury, L.L.C., a North Carolina  
limited liability company  
*(Owner of One Parcel, More Specifically  
Rowan County Tax Map Parcels 402A 001)*

By: \_\_\_\_\_ (SEAL)  
[Name of Manager]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State  
aforesaid, certify that \_\_\_\_\_, either being personally known to me  
or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who  
is the Manager of AFS Salisbury, LLC, a State of North Carolina limited liability  
company, personally appeared before me this day and acknowledged that (s)he is  
Manager of AFS Salisbury, LLC and that as Manager being duly authorized to do so,  
voluntarily executed the foregoing instrument on behalf of said company for the purposes  
stated herein.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Notarial Seal)

EGV Associates, L.L.C., a North Carolina  
limited liability company  
*(Owner of One Parcel, More Specifically  
Rowan County Tax Map Parcel 402B 006)*

By: \_\_\_\_\_ (SEAL)  
[Name of Manager]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State  
aforesaid, certify that \_\_\_\_\_, either being personally known to me  
or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who  
is the Manager of EGV Associates, LLC, a State of North Carolina limited liability  
company, personally appeared before me this day and acknowledged that (s)he is  
Manager of EGV Associates, LLC and that as Manager being duly authorized to do so,  
voluntarily executed the foregoing instrument on behalf of said company for the purposes  
stated herein.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Affix Notarial Seal)

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** October 28, 2019  
**SUBJECT:** National Guard Road Natural Gas Easement

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Landowner Consent	10/28/2019	Cover Memo
Grant of Easement Distribution	10/28/2019	Cover Memo
Exhibit A	10/28/2019	Cover Memo



## LANDOWNER CONSENT

The undersigned is the owner ("Owner") of the property at 1235 National Guard Rd, Salisbury, NC 28147 and is duly authorized to provide this consent. By this consent, Owner grants all such easements and rights-of-ways to Piedmont Natural Gas Company, Inc. ("Piedmont") and its contractors, agents and designees as are necessary for (i) such gas service lines and metering facilities as may be necessary for the provision of the natural gas service contemplated by the Service Agreement between Piedmont and North Carolina National Guard ("Customer"), and (ii) access to the property for the installation and future maintenance of such gas service lines and metering facilities. The undersigned also give Piedmont the right to extend service lines across this property to adjacent property owners. The undersigned has not previously granted any right-of-way or other interests that would interfere with or impede the rights granted to Piedmont hereunder.

Privately owned and underground structure such as, without limitation, septic tanks, sewer lines, drains, drain fields, water lines, fuel lines, sprinkler systems, etc. cannot normally be located by Piedmont or its agents prior to excavation. The location of these facilities must be indicated by Customer and/or Owner both on a sketch and in the area of the installation. Piedmont is not responsible for any damage to such facilities whose location is not adequately or accurately indicated.

\_\_\_\_\_  
Print Name of Owner

BY: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ (L.S.)

Notary Public, State of \_\_\_\_\_

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

## Return Recorded Document to:

PROJECT NO.: PE# 361005  
PARCEL ID/ TAX ID NO.: 461 077

WITNESSETH



STANDARD ACKNOWLEDGMENT

[Notary Certification for Individual]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Grant of Easement.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

[Notary Certification for Corporation]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he (or she) is \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Grant of Easement on behalf of the corporation.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

[Notary Certification for LLC]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, [Manager / Member / Managing Member] of \_\_\_\_\_, LLC, a limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the limited liability company the foregoing Grant of Easement was signed in its name by him or her in such capacity.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** October 25, 2019  
**SUBJECT:** Adopt Resolution Making Preliminary Findings Relating to General Obligation Community College Bonds

---

Please see attached Resolution.

Please adopt attached Resolution.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	10/30/2019	Cover Memo

Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### RESOLUTION MAKING PRELIMINARY FINDINGS RELATING TO GENERAL OBLIGATION COMMUNITY COLLEGE BONDS

**WHEREAS**, the Board of Commissioners (the "Board") of the County of Rowan, North Carolina (the "County") has tentatively decided to pursue the issuance of general obligation bonds in the maximum aggregate principal amount of \$45,000,000 under the Local Government Bond Act, Article 4 of Chapter 159 of the North Carolina General Statutes (the "Act") to finance, in part, the acquisition, construction, installation, renovation and equipping of educational facilities at Rowan-Cabarrus Community College (collectively, as further described herein, the "Project"); and

**WHEREAS**, this Board desires to take such steps as may be required under the Act in order to proceed with the financing of the Project with general obligation bonds.

**NOW, THEREFORE**, the Board of Commissioners of the County of Rowan, North Carolina, meeting in regular session in Salisbury, North Carolina, on November 4, 2019, makes the following findings of fact:

- 1) The Project can be adequately described as follows:

Acquisition, construction, installation, renovation and equipping of educational facilities at Rowan-Cabarrus Community College.

- 2) The Project is necessary and expedient because the availability of educational space at Rowan-Cabarrus Community College is limited and the population of the County has expressed the desire for enhanced educational facilities at Rowan-Cabarrus Community College.
- 3) The amount of bonds is adequate for the proposed purpose because the County's managerial and planning staff has estimated total Project costs not to exceed \$45,000,000.
- 4) Facts supporting the conclusion that debt management policies have been carried out in compliance with the law and reasonable assurances that compliance with the law will henceforth be carried out are as follows:
  - a) The Local Government Commission has taken no action against the County, nor found the County to have acted improperly in debt management.
  - b) The County has not defaulted on any debt obligation.

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- c) The County follows the debt management guidelines of the North Carolina Local Government Commission.
- 5) It is anticipated that an increase in property tax rate of \$0.03 per \$100 of assessed value will be necessary to service the proposed debt.
- 6) The Chairman of the Board, County Manager and the Assistant County Manager/Finance Director, or any of them, are hereby designated as the representatives of the County to file an application for approval of the bonds with the Local Government Commission.
- 7) This resolution shall take effect immediately.

This Resolution is effective upon its adoption this 4<sup>th</sup> day of November, 2019.

The motion to adopt this Resolution was made by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_ and passed by a vote of \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
Gregory C. Edds  
Chairman, Board of Commissioners

ATTEST:

This is to certify that this is a true and accurate copy of this Resolution adopted by the Rowan County Board of Commissioners on the 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board

\_\_\_\_\_  
Date

(SEAL)

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** October 25, 2019  
**SUBJECT:** Adopt Resolution Providing for Publication of Notice of Intent to File Application With Respect to up to \$45,000,000 General Obligation Community College Bonds With Local Government Commission

---

Please see attached Resolution.

Please approve attached Resolution.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	10/28/2019	Backup Material



Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### RESOLUTION PROVIDING FOR PUBLICATION OF NOTICE OF INTENT TO FILE APPLICATION WITH RESPECT TO UP TO \$45,000,000 GENERAL OBLIGATION COMMUNITY COLLEGE BONDS WITH LOCAL GOVERNMENT COMMISSION

**WHEREAS**, the Board of Commissioners (the "Board") of the County of Rowan, North Carolina (the "County") has decided to pursue the issuance of general obligation bonds in the maximum aggregate principal amount of \$45,000,000 (the "Bonds") under the Local Government Bond Act, Article 4 of Chapter 159 of the North Carolina General Statutes (the "Act") to finance, in part, the acquisition, construction, installation, renovation and equipping of educational facilities at Rowan-Cabarrus Community College; and

**WHEREAS**, under the Act, the issuance of the Bonds must be approved by the Local Government Commission, and, pursuant to G.S. Section 159-50 of the Act, a notice of the intention to file an application with the Local Government Commission must be published prior to filing of the application; and

**WHEREAS**, the County intends to make certain capital expenditures relating to the acquisition, construction, installation, renovation and equipping of educational facilities at Rowan-Cabarrus Community College prior to the issuance of the Bonds, and to reimburse the County for such expenditures out of the proceeds of the Bonds.

**NOW, THEREFORE**, the Board of Commissioners of the County of Rowan, North Carolina, meeting in regular session in Salisbury, North Carolina, on November 4, 2019, does the following:

#### BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF ROWAN, NORTH CAROLINA:

- 1) The Clerk to the Board of Commissioners shall cause a notice, in substantially the form set forth below, to be published in the *Salisbury Post*:

[FORM OF NOTICE]

#### NOTICE OF INTENTION TO FILE AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION CONCERNING COUNTY OF ROWAN, NORTH CAROLINA \$45,000,000 GENERAL OBLIGATION COMMUNITY COLLEGE BONDS

Notice is hereby given that the Board of Commissioners (the "Board") of the County of Rowan, North Carolina (the "County") intends to file an application with the Local Government Commission (the "LGC") for approval of a bond issue pursuant to the Local Government Bond Act (G.S. Section 159-43 et seq.). It is proposed that the bonds be general obligations of the County in the maximum principal amount of \$45,000,000 and be issued to finance the acquisition, construction, installation, renovation and equipping

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of educational facilities at Rowan-Cabarrus Community College. Any citizen or taxpayer of the County may, within seven days after the date of publication of this notice, file with the Board and the LGC a statement of any objections he or she may have to the bond issue at the following addresses:

Board of Commissioners  
County of Rowan, North Carolina  
130 West Innes Street  
Salisbury, North Carolina 28144

Greg C. Gaskins, Secretary  
Local Government Commission  
3200 Atlantic Avenue, Longleaf Building  
Raleigh, North Carolina 27604

COUNTY OF ROWAN  
BOARD OF COMMISSIONERS  
By: Carolyn Barger, Clerk to the Board

- 2) The County hereby declares that it reasonably expects to make certain capital expenditures for the acquisition, construction, installation, renovation and equipping of education facilities at Rowan-Cabarrus Community College, and to reimburse such expenditures out of the proceeds of the Bonds, up to a maximum amount of \$45,000,000. This resolution is intended to be a declaration of official intent under Internal Revenue Service Treasury Regulations Section 1.150-2(e).
- 3) McGuireWoods LLP, Raleigh, North Carolina, shall serve as bond counsel for the County in connection with adoption of the bond order, the referendum process and the bonds issued pursuant thereto.
- 4) This resolution shall take effect immediately.

This Resolution is effective upon its adoption this 4<sup>th</sup> day of November, 2019.

The motion to adopt this Resolution was made by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_ and passed by a vote of \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
Gregory C. Edds  
Chairman, Board of Commissioners

ATTEST:

This is to certify that this is a true and accurate copy of this Resolution adopted by the Rowan County Board of Commissioners on the 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Carolyn Barger, MMC, NCMCC  
Clerk to the Board

\_\_\_\_\_  
Date

( S E A L )



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** October 25, 2019  
**SUBJECT:** Purchase of Two Ambulances

---

Please see the attached information.

Please approve the purchase of two new 2019 Medix ambulances from First Class Emergency Vehicles at a cost not to exceed \$401,762.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Purchase of Two Ambulances	10/28/2019	Backup Material

Leslie E. Heidrick, CPA  
Assistant County Manager/  
Finance Director



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • FAX 704-216-8110

### Memorandum

**To:** Rowan County Board of Commissioners  
Aaron Church, County Manager

**From:** Leslie E. Heidrick, Assistant County Manager/Finance Director *feh*  
David Sifford, Purchasing Agent *DS*

**Re:** Approval of the Purchase of Two Ambulances

**Date:** October 25, 2019

---

In accordance with G.S. 143-129(g), a notice of waiver of competitive bidding will be advertised in the Salisbury Post and posted on the County's website on October 25, 2019 for the purchase of two new 2019 Medix Ford Type III ambulances for the Rowan County Emergency Services Department. First Class Emergency Vehicles has agreed to extend to Rowan County the same price and terms as set forth in its contract with Rowan County that was approved by the Rowan County Board of Commissioners on December 3, 2018, after a formal bidding process conducted by the Finance Department.

Attached is a memorandum from Chris Soliz, Emergency Services Director, requesting to purchase the vehicles. Also attached are copies of the original pricing and the current pricing from First Class. The quote details the cost of each new ambulance as \$192,135. The cost of additional equipment (stretcher, radio and safety harness) needed for each ambulance is \$8,746. The total cost for both vehicles and associated equipment is \$401,762, plus tax and registration costs.

**Staff's Recommendation:** The Finance Department and Emergency Services Department recommend piggybacking off of the current purchase contract with First Class Emergency Vehicles to purchase two new 2019 Medix Ford Type III ambulances at a cost not to exceed \$401,762. G.S 143-129(g) allows the County to piggyback off of a contract that has been awarded within the past 12 months if the County will receive the same, or better, price. The purchase price of these vehicles is within the approved fiscal year 2020 County budget.

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*Be an original.*

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

## ***MEMORANDUM***

**To:** David Sifford, Purchasing Agent  
**CC:** Chris Soliz, Chief  
**From:** Lennie Cooper, EMS Division Chief  
**Subject:** FY20 Ambulance Purchase  
**Date:** October 25, 2019

The Department advertised a Request for Bids (RFP) regarding EMS units for FY2019. That RFP was based on modified specifications used for previous vehicle purchases. These modifications were made based on changes in equipment needs and County branding requirements.

The FY19 purchase was executed with the dealer submitting the lowest priced proposal, First Class Emergency Vehicles (FCEV), representing MEDIX Specialty Vehicles (MSV). This is the same dealer with which we have done business for a number of years. FCEV has proven to offer excellent service before and after the sale. That bid was executed in December 2018 which allows, by law, the opportunity for the County to "piggyback" on the previous purchase.

After a lengthy negotiation FCEV and MSV and have agreed to extend, to the County, the same pricing outlined in that bid process for our purchase in FY20. Attached is the bid pricing as submitted by FCEV during the FY19 bid process as well as a confirmation letter from FCEV President Tim Steinmetz.

In FY2020 budget 1154371-575035 C/A- VEHICLES provides \$431,192 for the acquisition of two replacement EMS units including taxes and registration fees. I recommend moving forward with the purchase of two, 2019 MEDIX MSV II Ford E-450 Type III ambulances from First Class Emergency Vehicles at the cost of \$401,762 plus sales taxes and registration fees. Taxes are estimated at \$12,053 with registration fees of \$12. This brings the total purchase to \$413,827. In addition to the purchase amount each vehicle has an allowance of \$1200 for technology installation.

The total recommendation, \$413,827 is less than the \$431,192 included in the FY2020 budget. The balance, \$17,365 should remain available to cover installation costs and ancillary items as needed.

*Providing comprehensive services for the common good  
through effective community preparedness and management of adverse events*



# First Class

## EMERGENCY VEHICLES

A Division of First Class Fire Apparatus LLC

October 18, 2018

Rowan County  
Mr. John Sharp  
2727 Old Concord Road, Suite E  
Salisbury, NC 28146

Dear Mr. Sharp:

I am pleased to provide the following Medix ambulance proposal per specification attached hereto.

**2018 Medix MSV II Ford E450 type III Ambulance per existing spec**      \$192,135.00 each

**Quantity of two (2)**      **\$384,270.00 total**

Additional cost options options:

1. Stryker 6252 Stair chair with foot rest	3,346.00 each	6,692.00 total
2. APX 6500 Radio installed	5,400.00 each	10,800.00 total
3. Spotter switch inside module	-0-	

Total purchase for two units      **\$401,762.00**

The above prices do not include state, federal or local taxes or license fees.

Thank you for the opportunity to provide Rowan County this proposal.

Sincerely,



Tim Steinmetz  
President

# First Class

**EMERGENCY VEHICLES**  
A Division of First Class Fire Apparatus LLC

October 22, 2019

Rowan County  
Mr. Lennie Cooper  
2727 Old Concord Road, Suite E  
Salisbury, NC 28146

Dear Mr. Cooper:

I am pleased to provide the following Medix ambulance proposal per specification attached hereto.

**2019 Medix MSV II Ford E450 type III Ambulance per existing spec**      \$192,135.00 each

**Quantity of two (2)**      \$384,270.00 total

Additional cost options options:

1. Stryker 6252 Stair chair with foot rest	3,346.00 each	6,692.00 total
2. APX 6500 Radio installed	5,400.00 each	10,800.00 total
3. Spotter switch inside module	-0-	
<del>4. New RS-4902 Harness</del>	<del>135.00 each</del>	<del>270.00 total</del>

Total purchase for two units      **\$401,762.00**

The above prices do not include state, federal or local taxes or license fees.

Thank you for the opportunity to provide Rowan County this proposal.

Sincerely,



Tim Steinmetz  
President

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** October 29, 2019  
**SUBJECT:** Bogle Firm Architecture - Dan Nicholas Park Office and Concessions

---

Approve Pete Bogle Contract to provide Architectural Services in designing Dan Nicholas Park Concession Stand.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Contract	10/29/2019	Cover Memo

ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** December 31, 2018  
**SUBJECT:** RFQ for Architectural Services for Concessions Facility at Dan Nicholas Park

---

Please see attached memo.

Please approve the negotiation of a contract with Bogle Firm Architecture for architectural services for the Concessions Facility Project at Dan Nicholas Park.

**ATTACHMENTS:**

**Description**

Memo

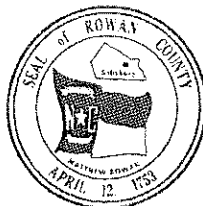
**Upload Date**

12/31/2018

**Type**

Backup Material

Leslie E. Heidrick, CPA  
*Assistant County Manager/  
Finance Director*



James M. Howden, CPA  
*Assistant Finance Director*

**Rowan County Finance Department**

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • FAX 704-216-8110

**Memorandum**

**To:** Rowan County Board of Commissioners  
Aaron Church, County Manager

**From:** Leslie E. Heidrick, Assistant County Manager/Finance Director *LEH*  
David Sifford, Purchasing Agent *DS*

**Re:** Request for Qualifications for Professional Architectural  
Services for a New Concessions Facility at Dan Nicholas Park

**Date:** December 27, 2018

---

After due advertisement, requests for statements of qualifications from qualified architectural firms for services related to the Concessions Facility Project at Dan Nicholas Park were received on December 20, 2018 by David Sifford, Purchasing Agent.

Qualifications packages were received from two firms: The Bogle Firm Architecture and Adams + Associates Architecture. The Purchasing Agent and members of the Parks staff reviewed the qualifications of each firm. After a review of qualifications, The Bogle Firm Architects was selected as the best fit for Rowan County on this project. The statements of qualifications are on file in the Purchasing Office.

**Staff's Recommendation:** The Finance Department and the Parks Department recommend negotiating a contract with The Bogle Firm Architecture for architectural services related to the Concessions Facility Project at Dan Nicholas Park.

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# AIA® Document B104™ – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 9th day of October  
in the year two thousand nineteen (2019)  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
(Name, legal status, address and other information)

Bogle Firm Architecture, PLLC  
110 N Main Street, Suite 200  
Salisbury, NC 28144

for the following Project:  
(Name, location and detailed description)

Dan Nicholas Park Office and Concessions  
6800 Bringle Ferry Road, Salisbury, NC

This project consists of a newly constructed, 4,690 sf, Type V-B building to serve as an office and concessions facility for Rowan County at Dan Nicholas Park.

See Bogle Firm cover letter dated August 21, 2019 for further description.

The Owner and Architect agree as follows.

Init.

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## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

See attached Bogle Firm cover letter for project description, estimated budget, and list of consultants.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.2** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**.1 General Liability**

**\$1,000,000 per claim**

**\$2,000,000 aggregate**

**.2 Automobile Liability**

**\$1,000,000 per claim**

**\$2,000,000 aggregate**

**.3 Workers' Compensation**

**\$100,000 per claim**

**\$500,000 policy limit**

**.4 Professional Liability**

**\$1,000,000 per claim**

**\$1,000,000 aggregate**

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.2** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.3** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

**§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### **§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1** Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

To the date of the contract, no supplementary services have been requested. Additional services not described in this document (including attachments) may be added at the Owner's request, either on an hourly basis per the attached Office Standard Rate Sheet or by separately negotiated agreements.

**§ 4.2** The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

**§ 4.2.1** The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

**§ 4.2.2** The Architect has included in Basic Services **Thirty ( 30 )** visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

**§ 4.2.3** The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

**§ 4.2.4** If the services covered by this Agreement have not been completed within **Twenty Four ( 24 )** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

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dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

Architect shall be compensated for the percentage of the work completed including architectural and engineering design, bidding, and construction administration work.

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

10% of the total design fees

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

Fifty Thousand (\$50,000.00)

- .2 Percentage Basis  
(Insert percentage value)

N/A percent ( %) of the Owner's budget for the Cost of the Work,  
as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

N/A

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent ( 20 %), or as follows:

Per separately negotiated agreements as needed.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Ten	percent (	10 %)
Construction Documents Phase	Sixty Five	percent (	65 %)
Construction Phase	Twenty	percent (	20 %)
Bidding Phase	Five	percent	5 .
Total Basic Compensation		one hundred	percent ( 100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category

Rate

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent (**0** %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

An initial payment of  
N/A

(\$ N/A ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** ( **30** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

**six (6)** % **per annum**

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§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

N/A

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*


THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

  
\_\_\_\_\_  
FINANCE DIRECTOR

- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Bogle Firm Cover Letter, September 21, 2019  
Bogle Firm Standard Terms and Conditions, February 2019  
Bogle Firm Office Standard Rate Sheet, February 2019

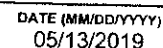
This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
OWNER (Signature) ARCHITECT  
Donald R. Bogle, Jr., AIA, LEED-AP  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT (Signature) OWNER  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.

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**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

FAX  
(A/C, No):

NAIC #

25143

INSURER F.

INSURER £ :

THE BOGLE FIRM, ARCHITECTURE, PLLC  
100 WINNES ST STE 200-A  
SALISBURY NC 28144-4344

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**



THEBO-1

QP ID: KT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fisher-Greene Insurance Agency P O Box 275 Granite Quarry, NC 28072 Barry R Hill		704 279-7234		<b>CONTACT NAME:</b> Keely Troutman <b>PHONE (A/C, No, Ext):</b> 704 279-7234 <b>FAX (A/C, No):</b> 704 279-6386 <b>E-MAIL ADDRESS:</b> keely@fishergreene.com	
<b>INSURED</b> The Bogle Firm Architecture PLLC 100 W Innes St Ste 200-A Salisbury, NC 28144				<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyd's London <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab</b>		PSH03783158	10/19/2018	10/19/2019	per claim aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Rowan County

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Keely J. Troutman*



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** October 29, 2019  
**SUBJECT:** Vertex Construction Company, LLC - Cleveland EMS Station Project

---

Approve Vertex Construction Company, Inc. agreement in the amount of \$759,000.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Contract	10/29/2019	Cover Memo



# AIA® Document A104™ – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 7th day of October  
in the year two thousand nineteen (2019)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address, and other information)*

Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

This document has important  
legal consequences.  
Consultation with an attorney is  
encouraged with respect to its  
completion or modification.

and the Contractor:

*(Name, legal status, address, and other information)*

Vertex Construction Company, LLC  
721 Corporate Circle  
Salisbury, NC 28147

for the following Project:

*(Name, location and detailed description)*

Cleveland EMS Station  
203 School Street, Cleveland, NC

This project, the renovation of an existing 4,228 sf former school building, and the addition of a 1,440 sf pre-engineered metal building, to be used as an EMS Station for Cleveland, NC, is defined on the drawings and specifications dated August 2019 as it was bid on September 10th, 2019 with the following modification:

REDUCE CONTINGENCY ALLOWANCE FROM \$40,000 TO \$20,000.

The Architect:

*(Name, legal status, address, and other information)*

Bogle Firm Architecture, PLLC  
110 North Main Street, Suite 200  
Salisbury, NC 28144

The Owner and Contractor agree as follows.

Init.

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## TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐

The date of this Agreement.

☐

A date set forth in a notice to proceed issued by the Owner.

Init.



Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

Commencement of Work: October 28, 2019.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 2.2** The Contract Time shall be measured from the date of commencement.

**§ 2.3 Substantial Completion**

**§ 2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*



Not later than One Hundred and Eighty ( 180 ) calendar days from the date of commencement of the Work.



By the following date:

**§ 2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

N/A

**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

**ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*



Stipulated Sum, in accordance with Section 3.2 below



Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below



Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

**§ 3.2** The Stipulated Sum shall be Seven Hundred, Fifty Nine Thousand Dollars (\$ 759,000 ), subject to additions and deductions as provided in the Contract Documents.

Init.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Alternate #1, Additional Drive / Alternate Parking was NOT accepted as part of the project.

**§ 3.2.2** Unit prices, if any:  
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Undercut / compacted refill	None included in base bid	\$20.00 per cubic yard

**§ 3.2.3** Allowances, if any, included in the stipulated sum:  
*(Identify each allowance.)*

Item	Price
General Contingency (as reduced per County Commissioners)	\$20,000.00
Testing Allowance	\$3,000.00
Tap Fees	\$1,300.00
Signage Allowance	\$4,000.00

**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

N/A

Init.

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed  
N/A

(\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

N/A

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

**§ 3.4.3.3** Unit Prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

N/A

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

**Item**

**Price**

N/A

**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

Init.

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

\$250 per day, see Specifications Section 01011, page 2.

## ARTICLE 4 PAYMENT

### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the FIRST day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the LAST day of the SAME month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than THIRTY ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

10% retainage on each Pay Application up to a maximum of 5% of the Stipulated Sum (\$37,950)

See Supplementary Condition 9.3.1.3.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

### § 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

Init.

- 2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☒ Arbitration pursuant to Section 21.6 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

Init.



**§ 6.1.4 The Specifications:**

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See attached Table of Contents for Specifications

Section	Title	Date	Pages
---------	-------	------	-------

**§ 6.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See attached Schedule of Drawings from Specification Section 01011.

Number	Title	Date
--------	-------	------

**§ 6.1.6 The Addenda, if any:**

Number	Date	Pages
Addendum #1	September 3, 2019	5
Addendum #2	September 5, 2019	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:**

**.1 Other Exhibits:**

*(Check all boxes that apply.)*

☐

Exhibit A, Determination of the Cost of the Work.

☐

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐

The Sustainability Plan:

Init.

Title

Date

Pages



Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents.)*

N/A

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective

Init.

professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## **ARTICLE 8 OWNER**

### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

## **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

## **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

#### **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.



§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

#### ARTICLE 15 PAYMENTS AND COMPLETION

##### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

##### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;

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- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

**§ 15.2.3** When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 15.2.4** The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 15.2.5** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### **§ 15.3 Applications for Payment**

**§ 15.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### **§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 15.6 Substantial Completion**

**§ 15.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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**§ 15.6.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 15.6.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 15.6.4** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### **§ 15.7 Final Completion and Final Payment**

**§ 15.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

**§ 15.7.3** The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 15.7.4** Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

### **ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

#### **§ 16.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

## **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million (\$ 2,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 9.15.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than two million (\$ 2,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 17.1.5** Workers' Compensation at statutory limits.

**§ 17.1.6** Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000 ) each accident, five hundred thousand (\$ 500,000 ) each employee, and five hundred thousand (\$ 500,000 ) policy limit.

**§ 17.1.7** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ ) per claim and (\$ ) in the aggregate.

**§ 17.1.8** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$ ) per claim and (\$ ) in the aggregate.

**§ 17.1.9** Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ ) per claim and (\$ ) in the aggregate.

**§ 17.1.10** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

**§ 17.1.11** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

**§ 17.1.13** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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#### § 17.1.14 Other Insurance Provided by the Contractor

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
See Supplementary General Conditions, page 8, for full details of required Insurance coverages.	

#### § 17.2 Owner's Insurance

##### § 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

##### § 17.2.2 Property Insurance

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

### § 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

### § 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it

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promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### **§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 19.4 The Owner's representative:**

*(Name, address, email address and other information)*

Don Bringle

130 W. Innes Street

Salisbury, NC 28144

don.bringle@rowancountync.gov

### **§ 19.5 The Contractor's representative:**

*(Name, address, email address and other information)*

Steve Thurston

721 Corporate Circle

Salisbury, NC 28147

sthurston@vertexconstructionnc.com

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

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## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the

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Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### **§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### **§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

### **§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

Aaron Church, County Manager  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Steve Thurston, Vice President  
\_\_\_\_\_  
(Printed name and title)

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

\_\_\_\_\_  
Leslie Z. Hurd  
**FINANCE DIRECTOR**

Init.



# **AIA Document A104™ – 2017 Exhibit A**

## **Determination of the Cost of the Work**

**for the following PROJECT:**

*(Name, location and brief description)*

Cleveland EMS Station  
203 School Street, Cleveland, NC

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**THE OWNER:**

*(Name, legal status, address and other information)*

Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

**THE CONTRACTOR:**

*(Name, legal status, address and other information)*

Vertex Construction Company, LLC  
721 Corporate Circle  
Salisbury, NC 28147

**THE ARCHITECT:**

*(Name, legal status, address and other information)*

Bogle Firm Architecture, PLLC  
110 North Main Street, Suite 200  
Salisbury, NC 28144

### **ARTICLE A.1 COSTS TO BE REIMBURSED**

#### **§ A.1.1 Cost of the Work**

**§ A.1.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.1.

**§ A.1.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

#### **§ A.1.2 Labor Costs**

**§ A.1.2.1** Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ A.1.2.2** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

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**§ A.1.2.2.1** Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)*

**§ A.1.2.3** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ A.1.2.4** Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2.

**§ A.1.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ A.1.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement.

**§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ A.1.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ A.1.4.2** Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ A.1.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ A.1.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section A.1.8.1, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ A.1.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ A.1.5.4** Costs of the Contractor's site office, including general office equipment and supplies.

**§ A.1.6 Miscellaneous Costs**

**§ A.1.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ A.1.6.1.1** Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ A.1.6.1.2** Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

**§ A.1.6.2** Sales, use, or similar taxes, imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

**§ A.1.6.3** Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.

**§ A.1.6.4** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3.

**§ A.1.6.5** Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.

**§ A.1.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

**§ A.1.6.6** Costs for communications services, electronic equipment, and software directly related to the Work and located at the site, with the Owner's prior approval.

**§ A.1.6.7** Costs of document reproductions and delivery charges.

**§ A.1.6.8** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ A.1.6.9** Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ A.1.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

**§ A.1.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### **§ A.1.7 Other Costs and Emergencies**

**§ A.1.7.1** Other costs incurred in the performance of the Work with the Owner's prior approval.

**§ A.1.7.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**§ A.1.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### **§ A.1.8 Related Party Transactions**

**§ A.1.8.1** For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which

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any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

**§ A.1.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article A.4.

## **ARTICLE A.2 COSTS NOT TO BE REIMBURSED**

**§ A.2.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A.1.2.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided written approval before such costs are incurred;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article A.1;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section A.1.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contractor by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article A.1; and
- .8 Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## **ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS**

**§ A.3.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ A.3.2** Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ A.4.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ A.4.2** When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the

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Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.4.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

#### **ARTICLE A.5 ACCOUNTING RECORDS**

**§ A.5.1** The Contractor shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.2** When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner's auditors a final accounting of the Cost of the Work.

**§ A.5.3** The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

**§ A.5.4** If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

**§ A.5.5** If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

## TABLE OF CONTENTS

Cover Sheet

1

**BIDDING REQUIREMENTS:**

Description	Page No.
Table of Contents	1 - 4
Invitation to Bid	1 - 2
Instructions to Bidders	1 - 2
Form of Proposal	1 - 4
BFA Office Standard Rate Sheet	1 - 1
MBE Guidelines	1 - 7
MBE Participation Form	1 - 1
General Conditions	1 - 39
Supplementary General Conditions	1 - 10

**SPECIFICATIONS**

**DIVISIONS:**

Section	Description	Page No.
---------	-------------	----------

**DIVISION 1 - GENERAL REQUIREMENTS:**

01011	Summary of the Work (Schedule of Drawings)	1 - 6
01020	Allowances	1 - 3
01026	Unit Prices	1 - 2
01027	Applications for Payment	1 - 5
	Amendment to Protect Stored Materials	1 - 2
	State and County Sales/Use Tax	1
	MBE Appendix E	1
01030	Alternates	1 - 2
01041	Project Coordination - Single Prime Contracts	1 - 3
01045	Cutting and Patching	1 - 3
01095	Reference Standards and Definitions	1 - 3
01200	Project Meetings	1 - 2
01300	Submittals	1 - 5
01400	Quality Control Services	1 - 3
01501	Temporary Facilities (Sketch of Project Sign)	1 - 10
01600	Materials and Equipment	1 - 4
01631	Product Substitutions	1 - 3
01700	Project Closeout	1 - 5
01732	Waste Management (Alternate #3)	1 - 5
01740	Warranties and Bonds	1 - 2
	Contractor's General Warranty/Certification	1

**DIVISION 2 - SITEWORK:**

02361	Termite Control	1 - 2
02900	Landscape Work	1 - 5

**DIVISION 3 - CONCRETE:**

03310	Concrete Work	1 - 16
-------	---------------	--------

DIVISION 4 - MASONRY:

04200	Unit Masonry	1 - 5
-------	--------------	-------

DIVISION 5 - METALS:

051200	Structural Steel Framing	1 - 8
053100	Steel Decking	1 - 5
05400	Lightgage Metal Framing	1 - 4
05500	Metal Fabrication	1 - 7

DIVISION 6 - WOOD AND PLASTICS:

06105	Miscellaneous Carpentry	1 - 4
-------	-------------------------	-------

DIVISION 7 - THERMAL AND MOISTURE PROTECTION:

07160	Bituminous Dampproofing	1 - 2
07200	Insulation	1 - 4
07270	Firestopping	1 - 4
07530	Single Ply Membrane Roofing – (TPO)	1 - 8
07600	Flashing and Sheet Metal	1 - 6
07900	Joint Sealers	1 - 6

DIVISION 8 - DOORS & WINDOWS:

08110	Steel Doors and Frames	1 - 5
08211	Flush Wood Doors	1 - 4
08410	Aluminum Entrances and Storefronts	1 - 6
087100	Door Hardware	1 - 14
08800	Glass and Glazing	1 - 6

DIVISION 9 - FINISHES:

09250	Gypsum Drywall	1 - 8
09300	Tile	1 - 10
09510	Acoustical Ceilings	1 - 5
09650	Resilient Flooring - VCT	1 - 6
09911	Exterior Painting	1 - 6
09912	Interior Painting	1 - 5

DIVISION 10 - SPECIALTIES:

10000	Miscellaneous Accessories:	1 - 3
	Fire Extinguisher Cabinets	
	Interior Signage	
	Exterior Signage	
	Aluminum Canopy	
	Knox Box	
	Manufactured Storage Shelving	
	Template for Identifying Rated Walls	

10800	Toilet Accessories	1 - 3
-------	--------------------	-------

DIVISION 11 - EQUIPMENT:DIVISION 12 - FURNISHINGS:

12300	Manufactured Casework	1 - 10
-------	-----------------------	--------

DIVISION 13 - FIRE PROTECTION:

133419	Metal Building System	1 - 14
--------	-----------------------	--------

DIVISION 14 - CONVEYING EQUIPMENT:DIVISION 15 - MECHANICAL AND PLUMBING:

15050	Basic Mechanical Materials and Methods	1 - 15
15060	Hangers and Supports	1 - 8
15071	Mechanical Vibration and Seismic Controls	1 - 7
15075	Mechanical Identification	1 - 5
15081	Duct Insulation	1 - 11
15082	Equipment Insulation	1 - 9
15122	Meters and Gages	1 - 7
15170	Motor Controllers	1 - 3
15194	Fuel Gas Piping	1 - 9
15410	Plumbing Piping	1 - 11
15411	Water Distribution Piping	1 - 8
15420	Drainage and Vent Piping	1 - 9
15430	Plumbing Specialties	1 - 16
15487	Domestic Water Heaters (Natural Gas Fired)	1 - 5
15738	Split-System Air Conditioning Units	1 - 5
15815	Metal Ducts	1 - 9
15820	Duct Accessories	1 - 6
15837	Centrifugal Fans	1 - 6
15855	Diffusers, Registers, and Grilles	1 - 3
15900	HVAC Instrumentation and Controls	1 - 12
15990	Testing, Adjusting, and Balancing	1 - 13

DIVISION 16 - ELECTRICAL:

16010	Electrical General Requirements	1 - 3
16071	Seismic Requirements	1 - 7
16110	Raceways and Fittings	1 - 3
16120	Wires and Cables	1 - 3
16130	Outlet and Junction Boxes	1 - 2
16134	Panelboards	1 - 3
16140	Wiring Devices	1 - 2
16190	Fastenings and Supports	1 - 3
16195	Electrical Identification	1 - 6
16200	Emergency Generator	1 - 2
16450	Grounding and Bonding	1 - 2
16491	Safety Switches	1

16492	Motors, Contoller & Equipment Connections	1
16500	Lighting Fixtures	1 - 5

DIVISION 31 - CIVIL SITE :

311000	Site Clearing	1 - 3
312000	Earth Moving	1 - 7
312500	Erosion & Sedimentation Controls	1 - 4
321313	Concrete Paving	1 - 6
321373	Concrete Paving Joint Sealants	1 - 4
321723	Pavement Markings	1
334100	Storm Drainage	1 - 2

**END OF TABLE OF CONTENTS.**

**SCHEDULE OF DRAWINGS**

CS1	-	COVER SHEET AND INDEX
CS2	-	LIFE SAFETY PLAN
CS3	-	ADA MOUNTING HEIGHTS
C-1	-	EXISTING CONDITIONS
C-2	-	SITE PLAN BASE BID
C-2.1	-	SITE PLAN ALTERNATE BID
C-3	-	GRADING PLAN BASE BID
C-3.1	-	GRADING PLAN ALTERNATE BID
C-4	-	DETAILS & SPECIFICATIONS
A0.1	-	DEMO PLAN & ELEVATIONS
A1.1	-	FLOOR PLAN, WALL TYPES
A1.2	-	RCP
A1.3	-	FLOOR PLAN BASE BID
A2.1	-	ENLARGED FLOOR PLANS & INT ELEVATIONS
A3.1	-	EXTERIOR ELEVATIONS BASE BID
A4.1	-	BUILDING SECTION
A5.1	-	WALL SECTIONS
A5.2	-	WALL SECTIONS
A5.3	-	WALL SECTIONS
A6.1	-	DETAILS
A6.2	-	DEATILS
A7.1	-	RAMP DETAILS
A8.1	-	CASEWORK DETAILS
A9.1	-	FINISH SCHEDULE
A9.2	-	DOOR & WINDOW SCHEDULE
S0.1	-	GENERAL NOTES
S1.00	-	DEMO PLAN AND DETAILS
S1.10	-	FOUNDATION PLAN
S1.20	-	ROOF PLAN
S2.00	-	SECTIONS AND DETAILS
P1.1	-	WATER PIPING PLAN
P1.2	-	WASTE PIPING PLAN
P2.1	-	PLUMBING DETAILS
M1.1	-	MECHANICAL HVAC PLAN
M2.1	-	MECHANICAL HVAC DETAILS
M3.1	-	MECHANICAL HVAC SCHEDULES
E0.1	-	ELECTRICAL SITE PLAN
E1.1	-	ELECTRICAL POWER PLAN
E2.1	-	ELECTRICAL LIGHTING PLAN
E3.1	-	ELECTRICAL DETAILS
E4.1	-	ELECTRICAL RISER
FA-1	-	ELECTRICAL FIRE ALARM

End of SECTION 01011



**EMC Insurance Companies. Document A312 - 2010**

**Performance Bond**

Bond No. S013964

**CONTRACTOR:**

(Name, legal status and address)

Vertex Construction Company, LLC  
721 Corporate Circle  
Salisbury, NC 28147

**OWNER:**

(Name, legal status and address)

Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

**CONSTRUCTION CONTRACT**

Date: October 7, 2019

**SURETY:**

(Name, legal status and principal place of business)

Employers Mutual Casualty Company  
P.O. Box 712  
Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$759,000.00 Seven Hundred Fifty Nine Thousand Dollars and 00/100

**Description:**

(Name and location) Cleveland EMS Station, 203 School Street, Cleveland, NC

**BOND**

Date: October 9, 2019

(Not earlier than Construction Contract Date)

Amount: \$759,000.00 Seven Hundred Fifty Nine Thousand Dollars and 00/100

Modifications to this Bond: ☒ None

☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

Vertex Construction Company, LLC (Corporate Seal)

Signature: Steve C. Thurston

Name: Steve C. Thurston

And Title: Vice President

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

Marsh & McLennan Agency LLC  
5605 Carnegie Boulevard, Suite 300  
Charlotte, NC 28209  
(704) 365-6213

**SURETY**

Company:

Employers Mutual Casualty Company (Corporate Seal)

Signature: Wendy E. Lahm

Name: Wendy E. Lahm

And Title: Attorney-in-Fact

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Bogle Firm Architecture, PLLC  
110 North Main Street, Suite 200  
Salisbury, NC 28144



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**EMC Insurance Companies. Document A312 - 2010**

**Payment Bond**

Bond No. S013964

**CONTRACTOR:**

*(Name, legal status and address)*

Vertex Construction Company, LLC  
721 Corporate Circle  
Salisbury, NC 28147

**OWNER:**

*(Name, legal status and address)*

Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

**CONSTRUCTION CONTRACT**

Date: October 7, 2019

**SURETY:**

*(Name, legal status and principal place of business)*

Employers Mutual Casualty Company  
P.O. Box 712  
Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$759,000.00      Seven Hundred Fifty Nine Thousand Dollars and 00/100

Description:

*(Name and location)* Cleveland EMS Station, 203 School Street, Cleveland, NC

**BOND**

Date: October 9, 2019

*(Not earlier than Construction Contract Date)*

Amount: \$759,000.00      Seven Hundred Fifty Nine Thousand Dollars and 00/100

Modifications to this Bond: ☒ None

☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: Vertex Construction Company, LLC *(Corporate Seal)*

Signature: Steve L. Thurston

Name: Steve L. Thurston

And Title: Vice President

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY - Name, address and telephone)*

Company: Employers Mutual Casualty Company *(Corporate Seal)*

Signature: Wendy E. Lahm

Name: Wendy E. Lahm

And Title: Attorney-in-Fact

**AGENT or BROKER:**

Marsh & McLennan Agency LLC  
5605 Carnegie Boulevard, Suite 300  
Charlotte, NC 28209  
(704) 365-6213

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Bogle Firm Architecture, PLLC  
110 North Main Street, Suite 200  
Salisbury, NC 28144

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Wendy E Lahm**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S013964

Principal : Vertex Construction Company, LLC

Obligee : Rowan County

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

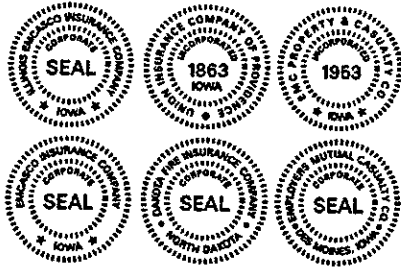
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



*Bruce G. Kelley*

Bruce G. Kelley, CEO, Chairman of  
Companies 2, 3, 4, 5 & 6; President  
of Companies 1, 2 & 6; Treasurer of  
Companies 1, 2, 3, 4 & 6

*Todd Strother*

Todd Strother,  
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*

Notary Public in and for the State of Iowa



## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of October, 2019.

*J D Clough* Vice President

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees  
**DATE:** October 28, 2019  
**SUBJECT:** Construction Agreement - Shelter Guardians

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Construction Agreement	10/28/2019	Cover Memo
Preliminary Plans	10/30/2019	Cover Memo

John W. Dees, II  
Attorney for Rowan County  
Post Office Box 1308  
Salisbury, NC 28145-1308

## CONSTRUCTION AGREEMENT

**WITNESSETH:**

As a charitable contribution to the County and on behalf of the County, Donor has agreed to complete the Project, and pay all costs associated with the Project EXCEPT as the parties may agree that County will contribute per Exhibit B attached hereto..

As part of such plan, Donor and its agents, architects, engineers and contractors shall be granted access to the Property for site improvements, engineering and completion of the Project, subject to the terms and conditions contained herein below.

The County desires to designate the Donor as its agent to carry out the Project and the Donor is willing to accept such an appointment pursuant to the terms of this Agreement.

Donor shall at all times be the Financially Responsible Party for all costs and expenses related to the Project, including Architectural and Engineering fees and Construction Costs for the initial Project Estimate and for any additional fees or costs in excess of the initial Project Estimate. The General Contractor shall have no right or remedy against the County for any unpaid costs associated with the Project.

The undersigned General Contractor, joins herein as a third party obligor to the County, and to exhibit its understanding as to Financial Responsibility for Project Expenses and limitations of statutory lien rights by operation of North Carolina General Statutes.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and for other valuable consideration, the parties agree as follows:

**1. Definitions.** Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned as used in the ordinary course of dealing with Construction Agreements. In addition, "Donor Representative" means the Donor, or any other person or persons at the time designated, by a written certificate furnished to the County and signed by the Donor, to act on the Donor's behalf for the purpose of performing any act (or any specified act) under this Agreement.

**2. Appointment/Acceptance.** The County appoints the Donor as its agent to carry out all phases of the Project. The Donor, as the County's agent, assumes all the County's rights, duties and responsibilities regarding such matters, except as limited herein. The Donor shall appoint further agent(s) to assume such rights or carry out such duties and responsibilities as provided above and only with the prior written consent of the County.

**3. Contracts.** Subject to the provisions of this Agreement, the Donor, with the County's approval, may enter into any purchase order or contract with respect to the Project in the Donor's name.

The Donor shall require that contractors provide insurance coverages and contract assignments that comply with the requirements of this Agreement. Included in this obligation is the obligation to require that the County be listed as loss payees or additional insureds, as applicable.

**4. Rights and Responsibilities for Project.** The Donor, as the County's agent, shall be responsible for carrying out and maintaining the Project in accordance with the requirements of the this Agreement, and the Donor shall have all rights to supervise the Project, subject to County's right to appoint an Owner's Representative and further subject to the County's right of entry and inspection provided herein below.

The Donor shall be required to monitor the maintenance of contractors' insurance coverages described in this Agreement.

The Donor covenants and represents to the County that the Donor will obtain all permits, consents, approvals or authorizations of all governmental entities and regulatory bodies required as a condition to the Donor's construction of the Building. The Donor further covenants and warrants that prior to the use of the Project purposes, the Donor will obtain, and will thereafter maintain until a Certificate of Occupancy or Completion is issued for the Project, all further permits, consents, approval or authorizations of all governmental entities and regulatory bodies necessary to construct the Building. The County covenants and warrants that upon or prior to the use of the Building for Project purposes, the County will obtain, and will thereafter maintain, all further permits, consents, approval or authorizations of all governmental entities and regulatory bodies necessary to operate the Building for purposes of sheltering, feeding, caring and adopting out felines in the custody of the County.

The County and its Owner's Representative(s) and agents shall have the right to enter upon the Site and inspect the Building from time to time during construction and after the completion of construction, and the Donor shall cause any vendor, contractor or sub-contractor to cooperate with the County and its representatives and agents during such inspections. No right of inspection or approval granted in this Section shall be deemed to impose upon the County any duty or obligation whatsoever to undertake any inspection or to make any approval. Notwithstanding the foregoing, in the event the County becomes aware of any problem related to the design, permitting, building code violation or other issue that adversely affects the Project, the County shall make the Donor and the General Contractor aware of such problem as soon as possible but within not less than 1 business day of the identification of such problem. Further, in the event the County becomes aware of any construction accident on the property that causes physical harm to a person, the County shall immediately notify the General Contractor.

**5. County's Right to Enforce Contracts/Warranties and Assignment.** For so long as the Donor is not in default of any of the provisions of this Agreement, the County shall have the right to enforce in its own name or in the Donor's name such purchase orders or contracts at law or in equity entered in the Donor's name or the County's name for the Project. Whether by way of Default by Donor or Substantial Completion of the Project Contract, the Donor shall assign to County any and all right, title and interest to any and all contracts relating to the Project, including but not limited to any architect agreement(s) and plans, any and all engineering agreements and plans, any and all construction agreements, and any and all plans, specifications and other drawings or documents prepared or to be prepared for the Project. The Donor agrees to reimburse to the County any and all costs, expenses, and damages incurred by the County in the assumption of the rights and responsibilities of the Donor due to such event of



default without cure, and to indemnify and hold the County harmless for any and all claims for damages by others related to such event of default without cure.

**6. Financial Responsibility, Letter of Credit, And Disbursements for Project Expenses.** The Donor shall at all times remain the primary Financially Responsible Party to all architects, engineers and contractors providing work or services for the Project for the total of all Project Expenses. In order to ensure payment of Project Expenses, and to provide the County with an appropriate guaranty of such payments, the Donor shall procure appropriate Performance and Payment Bonds in the amount of the Project Expense. All Bonds shall be provided to the County prior to commencement of the Project in a form acceptable to the County.

The Donor shall provide to County copies of all payment requests from and all payments to third parties, whether for architectural or engineering services or construction costs. The Donor shall prepare such requisitions in the first instance and forward the same to the County for review and approval prior to payment, all in accordance with this Agreement. The County shall have the right to obtain such additional evidence as it deems appropriate to determine the accuracy of the representations set forth in the form of requisition and the propriety of payment. The Donor shall provide the County with such information in the Donor's possession as the County may request. The County shall approve or deny such requests within 4 business days from the date of submission of such request to the County. Further, the County shall not unreasonably deny such approval of payment and shall provide a thorough explanation to Donor of any denial of such request within such 4 business day period. County and Donor agree that they may agree to an inspection or draw schedule for such payments that will meet the requirements of the review and approvals anticipated by this paragraph.

**7. Application of Casualty Insurance Proceeds.** Notwithstanding any provision of this Agreement, the County shall retain the power as may be appropriate as co-insured or additional insured to control and direct the application and distribution of proceeds of liability, builder's risk or casualty insurance applicable to the Building and the Project.

**8. Consideration.** The County and the Donor are undertaking their mutual obligations hereunder in partial consideration for, and in partial fulfillment of, their agreement to carry out the Project. The County accepts the Donor's payment of the costs and expenses of the Project as a charitable contribution to the County as the Donor is paying such costs and expenses on behalf of the County. Further, Donor and County acknowledge that Donor is receiving no goods or services in exchange for Donor paying such costs and expenses.

**9. Property Affected.** The Building is located on the property described in and shown as that certain 5.785 acre tract on that certain plat which is recorded at Book of Maps 9995, Page 7812, Rowan County Registry.

**10. Donor's Continuing Obligations.** Donor shall remain liable for full performance of all its covenants under this Agreement, including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any breach of this Agreement by Donor.

**11. Indemnification.** To the extent permitted by law, Donor shall indemnify, protect and save the County harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the construction of the Project and/or the transactions contemplated by this Agreement, including without limitation the possession, condition, or construction of the Project. The indemnification arising under this Section shall terminate upon the issuance of a certificate of occupancy or completion for the Project, and all Donor's obligations under this Agreement shall be deemed then satisfied.

**12. Acquisition of Permits and Approvals.** All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the County's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the acquisition and construction of the Facilities will have been obtained before commencement of the Project and will remain in full force and effect through completion of the Project, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

**13. Construction; Changes.** Donor shall cause the construction to be carried on continuously in accordance with the Plans and Specifications and all applicable State and local laws and regulations. Donor shall cause the Project to be constructed and upon completion to be fit and habitable for the intended use contemplated hereby.

The Donor may approve changes to the Plans and Specifications and the Construction Agreements in the Donor's discretion except that the Donor may not, without County's consent (which consent shall not be unreasonably withheld by the County), approve any changes which (i) result in the Project's use for purposes substantially different from those initially proposed or (ii) which increase total estimated Project Costs beyond amounts previously identified and designated for such purpose. The County's requested consent under this paragraph shall be given or denied within 10 calendar days from the date such consent is requested in writing by the Donor.

**14. Construction within Funds Available.** Donor represents that, based upon its examination of the Site and of the Plans and Specifications, estimated construction and equipment costs provided by licensed architects and engineers and the Project's anticipated configuration, the Project can be constructed, acquired and equipped for a total price within the total amount of funds to be available therefore as the Project Expense, estimated currently to be \$85,000.00. If the total amount available for such purposes of the Project Expense shall be insufficient to pay the entire cost of constructing the Building, Donor hereby guarantees such amounts and promises to pay any such excess costs, with no liability to the County.

**15. Contractors' Performance and Payment/Lien Waivers.** Donor shall require each contractor entering into a Construction Agreement to furnish a separate labor and material lien waiver, with full understanding that North Carolina law prohibits the filing of such against "public property". A form of such waiver which is acceptable to the County shall be provided by the County to the General Contractor upon or before the County's execution of this Agreement.

Upon any material default by a contractor under any Construction Agreement, or upon any material breach of warranty with respect to any materials, workmanship or performance, Donor and the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor.

**16. Contractors' General Public Liability and Property Damage Insurance.** Donor shall require each contractor, or the General Contractor entering into a Construction Agreement to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at such contractor's own cost and expense, during the duration of such contractor's construction contract, in the amount of at least \$1,000,000. Such policies shall include the County as an additional named insured. Donor shall provide to the County a certificate of insurance in a form acceptable to the County with respect to the General Contractor and such coverage required herein prior to commencement of the Project. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosive, collapse and underground damage), where applicable, and shall require at least thirty days (30) notice to the County prior to termination of such coverage.

**17. Contractors' Builder's Risk Completed Value Insurance.** Donor shall require each contractor, or the General Contractor entering into a Construction Agreement to purchase and maintain property insurance (builder's risk) upon all construction, acquisition, installation and equipping of the Project (excluding contractor's tools and equipment) at the site thereof at the full insurable value thereof. This insurance shall name the County as Additional Insured, and shall insure against "all risk" subject to standard policy conditions and exclusions. The contractor shall purchase and maintain similar property insurance for portions of the work stored off the Site or in transit when such portions of the work are to be included in an application for payment. The contractor shall be responsible for the payment of any deductible amounts associated with this insurance.

**18. Contractors' Workers' Compensation Insurance.** To the extent applicable to General Contractor, Donor shall require each contractor, or the General Contractor entering into a Construction Agreement to procure and maintain workers' compensation insurance during the term of such Construction Agreement, covering his or her employees working thereunder. A certificate of insurance evidencing such coverage, in form acceptable to the County, shall be provided to the County with respect to each contractor entering into a Construction Agreement. Each Construction Agreement shall also provide that each subcontractor of any contractor who is a party to such Construction Agreement shall be required to furnish similar workers' compensation insurance. The County shall provide to the General Contractor the name in which such certificates are to be issued and the mailing address, facsimile number or e-mail address where such certificate is to be submitted.

**19. Right of Entry and Inspection.** The County and its representatives and agents shall have the right to enter upon the Project Site and inspect the Project from time to time during construction and after the completion of construction, and the County shall cause any vendor,

contractor or sub-contractor to cooperate with the County and its representatives and agents during such inspections.

The purpose of this section is to provide the County an opportunity to identify or correct, or demand correction of any defects in the Project. The County shall promptly notify Donor and Donor's contractor, consistent with Paragraph 4 above, of any defect or deviation from the approved plans and specifications, and Donor shall promptly require Donor's contractors to remedy such defect or deviation.

**20. Title and Gift by Donor.** Title to the Site and the Building and any and all additions, repairs, replacements or modifications thereto shall at all times be in the County. At the termination of this Agreement, any and all improvements contemplated herein shall be deemed a gift by Donor to the County (for which donor shall receive no consideration, goods or services of any kind or type), and all improvements constructed shall vest in the County. Upon Donor's payment in full of all Required Payments (on behalf of and as a gift to the County), to be evidenced by Donor and Donor's contractors, architects and/or engineers providing proof of final payment in full of all amounts owed contractor, architects and/or engineers, the County shall cancel this Agreement; provided, however, that certain Assignment of Contracts and Warranties shall survive termination of this Agreement.

**21. Damage and Destruction; Use of Net Proceeds.** (a) Donor shall promptly notify the County if (i) the Building or Project or any portion thereof is destroyed or damaged by fire or other casualty, or (ii) a material defect in the construction of the Building shall become apparent. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is not more than \$50,000, the Donor shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Building, and shall promptly thereafter report to the County regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than \$50,000, then the Donor shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) for deposit in a special escrow fund to be held by such escrow agent. The County shall thereafter provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Building, as the case may be. The escrow agent shall disburse Net Proceeds for the payment of such costs upon receipt and approval of requisitions. If the Net Proceeds shall be insufficient to pay in full the cost of completion, repair or restoration, the Donor shall complete the work and pay any cost in excess of the Net Proceeds.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the County's property and shall be part of the Building.

**22. Events of Default.** An "Event of Default" is any of the following:

- (a) The Donor's failure to make any payment when due to contractor, architect or engineer.
- (b) The Donor's breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, including payment of any Additional Payment in the event Project Expenses exceed the initial Project Estimate, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Donor by the County, unless the County shall agree in writing to an extension of such time prior to its expiration.
- (c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Donor as a debtor, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.
- (d) Any warranty, representation or statement made by the Donor in this Agreement is found to be incorrect or misleading in any material respect
- (e) Any lien, charge or encumbrance prior to or affecting the validity of this Agreement is found to exist, or proceedings are instituted against the County to enforce any lien, charge or encumbrance against the Project.
- (f) A County determination that the Project contains a material defect in its condition that would substantially impair the County's intended use of the Building as contemplated herein, and such material defect remains uncured for more than thirty days (30) after notice to Donor and Donor's contractor, architect and engineer.

**23. Remedies on Default.** Upon the continuation of any Event of Default after the appropriate curative period, the County may, without any further demand or notice, exercise any one or more of the following remedies:

- (a) Declare the unpaid principal of the Project Expense immediately due and payable;
- (b) Proceed by appropriate court action to enforce the Donor's performance of the applicable covenants of this Agreement or to recover for the breach thereof; and
- (c) As provided in (a) above, demand Bank issuer of the Letter of Credit pay over any balance remaining in the Project Expense to be applied against outstanding Required Payments in any manner the County may reasonably deem appropriate.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agency Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**[SEAL]**

**ROWAN COUNTY, NORTH CAROLINA**

**ATTEST:**

\_\_\_\_\_  
Clerk Board of Commissioners

By: \_\_\_\_\_  
Chairman, Board of Commissioners

**DONOR: SHELTER GUARDIANS, INC.**

By: \_\_\_\_\_  
Its: President/Manager

**GENERAL CONTRACTOR: CS BRADSHAW CONSTRUCTION COMPANY, INC.**  
**BY:**

\_\_\_\_\_  
Its: \_\_\_\_\_ President/Manager

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.
_____ Name: _____ Finance Director Rowan County, North Carolina
_____

[Construction Agreement dated as of \_\_\_\_\_]

**STATE OF NORTH CAROLINA  
ROWAN COUNTY**

I, \_\_\_\_\_, a Notary Public of Said State and County, do hereby certify that Greg Edds and Carolyn Barger personally came before me this day and acknowledged that they are the Chairman and Clerk, respectively, of the Board of County Commissioners of Rowan County, North Carolina, and that by authority duly given and as the act of Rowan County, North Carolina, the foregoing instrument was signed in the County's name by the Chairman of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
ROWAN COUNTY**

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is \_\_\_\_\_ [title of officer] of Shelter Guardians, Inc. a North Carolina non-profit corporation, and that (s)he, as \_\_\_\_\_, [title of officer] being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and notarial seal or stamp this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**STATE OF NORTH CAROLINA**  
**ROWAN COUNTY**

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County and the State of North Carolina, certify that \_\_\_\_\_ [Name of  
officer], either being personally known to me or proven by satisfactory evidence, personally  
appeared before me this day and acknowledged that (s)he is \_\_\_\_\_ [title of officer]  
of CS Bradshaw Construction Company, Inc., a North Carolina corporation, and that (s)he, as  
President being authorized to do so, voluntarily executed the foregoing on behalf of the company  
for the purposes stated therein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



## **EXHIBIT A**

### **Project Description**

One new building consisting of approximately \_\_\_\_\_ square feet, together with individual canine kennels and associated intake and office space..

**EXHIBIT B**

**COUNTY CONTRIBUTED WORK FOR PROJECT**



PROJECT NUMBER

1504

ARCHITECT

875 South Liberty Avenue

Springfield, MO 65810

Phone: 417.431.1111

http://www.hpa-architect.com

OWNER

ROMAN COUNTY

ANIMAL SHELTER

DOG ADOPTION CENTER

ADDRESS

1405 JULIAN ROAD

SALEM, MO 64606

PHASE: 1 OF 405 DPG

FLOOR PLAN:

CLERESTORY LEVEL

CONTEXT

DESIGNER

1405 JULIAN ROAD

SALEM, MO 64606

PHASE: 1 OF 405 DPG

NOT FOR CONSTRUCTION

REVISION

DATE

BY

CHKD

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1504

PROJECT NUMBER



JRA

ARCHITECT

432 South Industrial Avenue

Springfield, NC 27150-1815

Phone: 704.323.1815

www.jraarchitect.com

ROMAN COUNTY

ANIMAL

SHELTER

DOG ADOPTION

CENTER

1485 JULIAN ROAD

SALISBURY, NORTH CAROLINA

PAGE 12 OF 102 DSD

FLOOR PLAN:

MAIN LEVEL

DIMENSIONED

PRELIMINARY

NOT FOR CONSTRUCTION

INDICATION OF REVISIONS

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DATE

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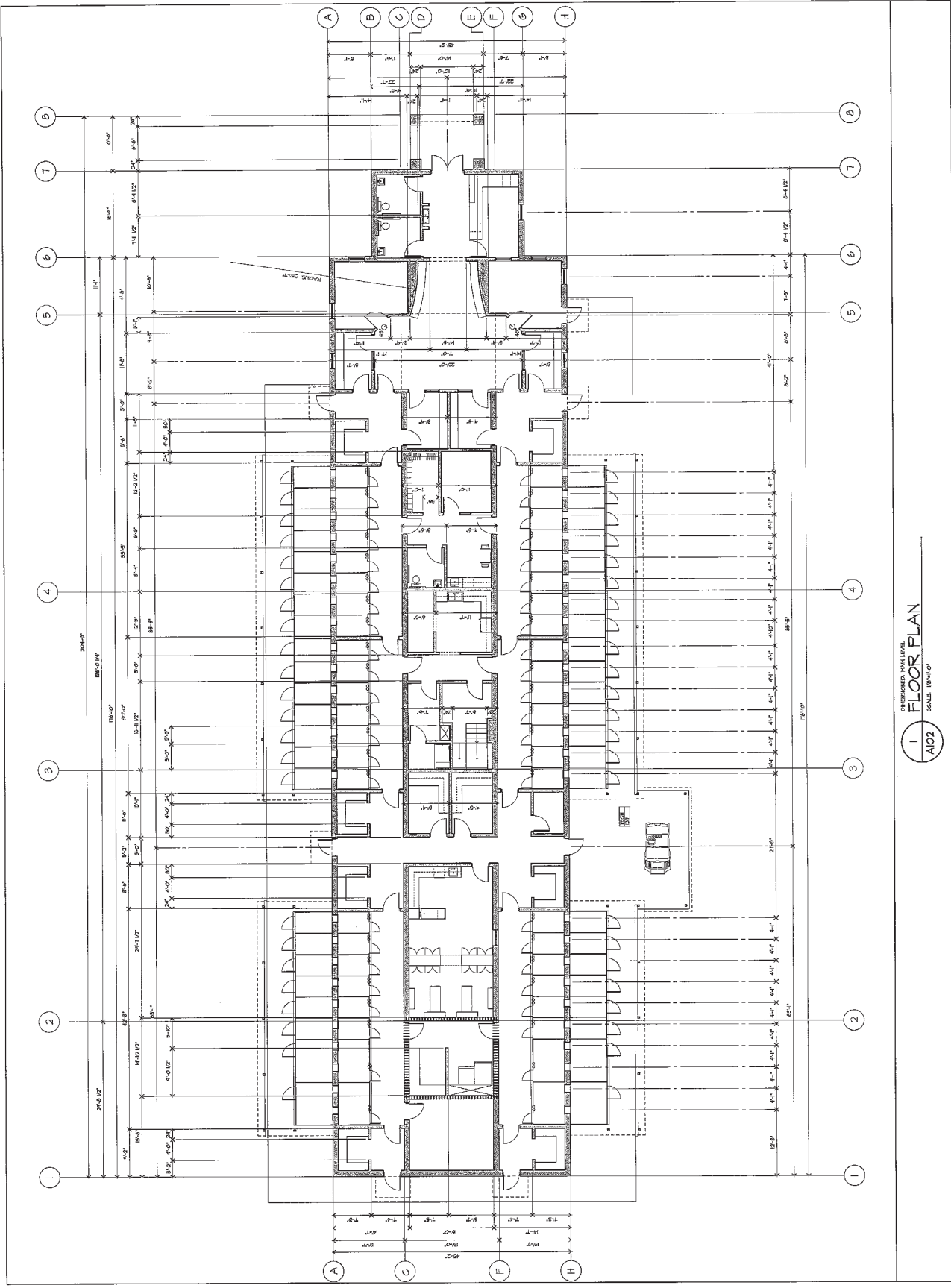
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FLOOR PLAN

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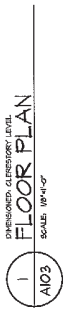
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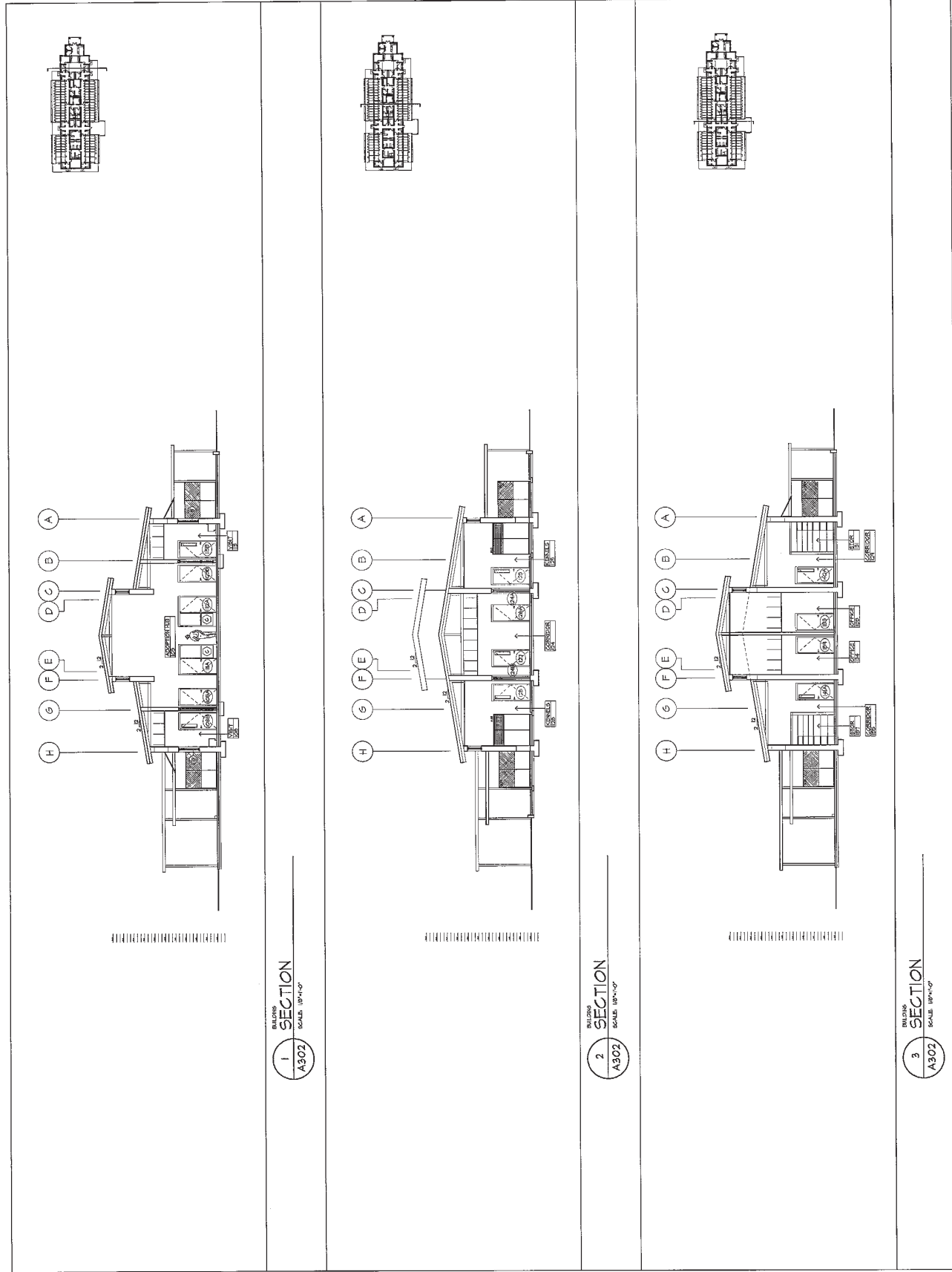
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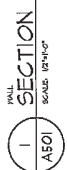
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PROJECT NUMBER 1504	 JRA ARCHITECT 318 South Salisbury Avenue Apartment 100, Los Angeles 90015 Tel: 310.462.1000 Fax: 310.462.1001 www.jraarchitect.com	ROMAN COUNTY ANIMAL SHELTER DOG ADOPTION CENTER	1465 JULIAN ROAD SALSBURY NORTH CAROLINA PINNACLE ID NO. 4522-010	BUILDING SECTIONS: TRANSVERSE	PRELIMINARY NOT FOR CONSTRUCTION	PUBLICATION OR REUSE OF THIS DOCUMENT FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED. ALL RIGHTS RESERVED. ALL RIGHTS RESERVED. ALL	DATE 20 JAN 2011	CHECKED JRP	REVISIONS 1	SHEET NUMBER A302
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**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** October 29, 2019  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Budget Amendments	10/29/2019	Budget Amendment

[illegible]

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
State Incentive Grant	R	1144805-434016	166,650	
Grant State Public Access	E	1154805-585002	166,650	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # <u>04-482</u>	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: <u>10/21/19</u>		Date: _____	Posted by: _____	
Signature: <u>R. Heidrich</u>		Signature: _____	Approved by: _____	

# LOCAL GOVERNMENT GRANT AGREEMENT

## THE ONE NORTH CAROLINA FUND

Local Government Name: County of Rowan

Grant No. 2018-22098

Project Name: Chewy, Inc.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

GRANT AGREEMENT

This Local Government Grant Agreement (the “**LGGA**”) is effective the 17<sup>th</sup> day of April 2019 (the “**Effective Date**”) by and between the **County of Rowan, North Carolina** (hereinafter referred to as the “**Local Government**”), and the **North Carolina Department of Commerce** (hereinafter referred to as “**DOC**”);

### WITNESSETH:

**WHEREAS;** the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

**WHEREAS;** the General Assembly has created the One North Carolina Fund (the “**Program**”) to make funding available within North Carolina “to secure commitments for the recruitment, expansion or retention of new or existing businesses; and

**WHEREAS;** the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

**WHEREAS;** the Local Government has applied for funds in connection with activity to be undertaken by Chewy, Inc. (the “**Company**”), a business that has competitively chosen to locate or expand operations for the following project (the “**Project**”) in North Carolina:

A plant (the “**Facility**”) at which the Company will cause to be built to suit an eCommerce fulfillment center to be located in or around 1215 Long Ferry Road in the City of Salisbury in Rowan County, North Carolina.

**WHEREAS;** the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the “**Match**”); and

**WHEREAS;** the Local Government’s application (the “**Local Government Application**”) has been approved by DOC for funding, based on the Local Government’s commitments, and the commitments made by the Company in its Program application (the “**Company Application**”); and

**WHEREAS,** the Company has executed an agreement (the “**Company Performance Agreement**” or “**CPA**”) with the Local Government reflecting the Company’s commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina’s economic development, and the terms on which funds will be made available for such activity from the Program.

**NOW THEREFORE,** in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

## **I. DOC COMMITMENTS AND GRANT CONDITIONS**

- (a) DOC agrees to provide Program fund in the maximum amount of One Hundred Sixty-Six Thousand Six Hundred Fifty Dollars, (\$166,650.00) for the Project (the “**Grant**”), in accordance with the terms of this LGGA and the CPA.
- (b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the “**Program Guidelines**”), consistent with the terms and schedule established in the CPA.
- (c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company in a form acceptable to DOC.
- (d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the “**Local Government Disbursement Request**”), and a duly executed completed Company’s disbursement request and certification in the form of Exhibit A to the CPA (the “**Company Disbursement Request**”).

## **II. LOCAL GOVERNMENT’S COMMITMENTS**

- (a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.
- (b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the “**Local Incentive Agreement**”), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.
- (c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved,











## BJA FY 18 State Criminal Alien Assistance Program 2019-H0243-NC-AP

OMB Number 1121-0243  
Expires 08/31/2019

[Program Requirements & Instructions](#)

Grant Number:

2019-AP-13X-0738

Jurisdiction:

Rowan County

Vendor Number:

566000351

Award Amount:

\$12,928

[GMS Home](#)[Log Off](#)

## Fiscal Year 2018 Payment Acceptance and Electronic Transfer of Funds

## FY 2018 SCAAP Use of Funds List

--- Construction ---	
Construction for inmate housing, inmate programs, prison industries in ADA compliance	^
--- Training/Education for offender ---	
Specific trade employment skills	
GED testing	
Job Preparedness	
--- Training for corrections officers to help manage offender population ---	
Bi-lingual language skills	
Less than lethal technology training	
Diversity training	v

## Declaration and Certification to the U.S. Department of Justice as to this Payment/Drawdown Request

☒ I declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I am the "submitting government official" as the term is used and defined in the pertinent OJP program requirements and application instruction document and have authority to make this certification on behalf of the payee; (2) I have conducted (or had conducted for me, including by the payee's legal counsel as appropriate) a diligent review of the pertinent OJP program requirements and application instruction document, all statutory requirements, and all other requirements, certifications, assurances, and conditions that appear in the pertinent State Criminal Alien Assistance Program ("SCAAP") application associated with this payment; and (3) I also have conducted (or had conducted for me) a diligent review of all other matters encompassed by this certification.

To the best of my knowledge and belief, on behalf of myself and the payee, I certify to DOJ, under penalty of perjury, that the following are true as of the date of this request: (1) The payee is in compliance with all requirements for payments under SCAAP that appear in the certifications and assurances for the SCAAP application associated with this payment; (2) the request is accurate and complete and was provided in accordance with the requirements, definitions, and instructions set out in the pertinent OJP program requirements and application instruction document; and (3) any payment made to the payee will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6).

I understand that, in making payment pursuant to this request, DOJ will rely upon this declaration and certification as a material representation. I also understand that a materially false, fictitious, or fraudulent statement in this declaration and certification or otherwise in this payment/drawdown request (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the payee to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Accept Decline

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

To budget additional revenue and expenditures for the FY2020 HOME program that was approved by the BOC on March 4, 2019.

**BUDGET INFORMATION:**

[illegible]

## Bevis, Lisa F

**From:** Pepper Bego <begop@concordnc.gov>  
**Sent:** Thursday, May 02, 2019 4:44 PM  
**To:** Muire, Ed D.  
**Subject:** May Statement and 2019-20 HOME Allocation  
**Attachments:** Rowan Agreement 18-19.pdf

**WARNING:** The sender of this email could not be validated and may not match the person in the "From" field.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Hello, Ed

Here is your monthly admin and project funding (with project funded years) as well as commitment balances by year. This monthly statement will help in managing your HOME funds for commitment and spending requirements. **Admin funds** just show the balances by year and should be drawn accordingly. **Amount to Commit** funds balances are identified by years (new projects will be set-up according to available funding in the commitment years (grant year specific accounting)). **Amount to Draw** funds balances are funding that has already been committed to a project, but has yet to be drawn.

**(PLEASE note:** We are trying to keep IDIS and our records updated as we provide these monthly statements.

Commitment, Fund Balances, Projects may not be updated if pay requests/set-ups/close-outs are currently or recently have been processed. Your assistance and patience is appreciated.

**Admin:** Funding Balance:

- 2015 \$.84
- 2016 \$24.32
- 2017 \$.22
- 2018 \$12,262.26

*\*Any new Admin pay requests will be drawn from 2015-17 to exhaust these small balances*

**Projects:** Amount to commit: Amount to Draw:

- |        |              |              |
|--------|--------------|--------------|
| • 2015 | -----        | \$ 4,971.73  |
| • 2016 | \$1,943.73   | \$139,772.00 |
| • 2017 | \$145,587.00 | \$145,587.00 |
| • 2018 | \$204,371.00 | \$204,371.00 |

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0.00 \*

HUD just released HOME allocations for 2019-2020

192,081.00 +

11,525.00 +

**2019-2020**

Projects: \$192,081  
Admin: \$11,525

002

203,606.00 \*

P.S. I attached a scanned copy of your agreement. The originals are being mailed.

 Back
  Search
  Browse
  Output
  Print
  Display
  PDF
  Save
  Excel
  Word
  Email
  Schedule
  Attach
  Detail
  Months
  Seg Find
  Totals
  Project Strings
  User Defined Fields

Account

Fund	2030	CD8G/HOME	...	Acct	2030-48-4820-4850-0000-0000-331-4-431096-
Org	23448501	CD FED REV	...	Acct name	HOME FY2020 GRANTS
Object	431096	HOMEFY20GR	...	Type	Revenue
Project	...			Rollup	...
				Sub-Rollup	...
					<input type="checkbox"/> Annual Budgeting <input checked="" type="checkbox"/> MultiYr Fund
					<div>Account Notes</div> <div></div>

4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

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[Back](#)
[Search](#)
[Browse](#)
[Output](#)
[Print](#)
[Display](#)
[PDF](#)
[Save](#)
[Excel](#)
[Word](#)
[Email](#)
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[Project Strings](#)
[User Defined Fields](#)

Account

Fund	2030	...	CDBG/HOME	Acct	2030-48-4820-0000-0000-3371-5-590045-	Account Notes
Org	23548501	...	CD FED EXP	Acct name	HOME FY2020 REHABILITATION	
Object	590045	...	HOME-REHAB	Type	Expense	Status
Project		...		Rollup	...	Active
				Sub-Rollup	...	

	Annual Budgeting	MultiYr Fund
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4 YEAR COMPARISON	GAAP W/CARRY FORWARD	HISTORY	4 YEAR GRAPH	HISTORY GRAPH
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Yr/Per 2020/04	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2021	Life
Original Budget	147,000.00	.00	.00	.00	.00
Transfers In	.00	147,000.00	.00	.00	147,000.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	147,000.00	147,000.00	.00	.00	147,000.00
Actual (Memo)	.00	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00			.00	.00
Available	147,000.00	147,000.00	.00	.00	147,000.00
Percent used	.00	.00	.00	.00	.00

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Org

23548501

Object

590044

Project

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CD BG/HOME

CD FED EXP

HOME-ADMIN

Acct

2030-48-4820-0000-331-5-590044-

Acct name

HOME FY2020 ADMINISTRATION

Expense

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Rollup

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Account Notes

Status

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Annual Budgeting

MultiYr Fund

4 YEAR COMPARISON GAAP W/CARRY FORWARD HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per	2020/04	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2021	Life
Original Budget	8,820.00	.00	.00	.00	.00	.00
Transfers In	.00	8,820.00	.00	.00	.00	8,820.00
Transfers Out	.00	.00	.00	.00	.00	.00
Revised Budget	8,820.00	8,820.00	.00	.00	.00	8,820.00
Actual (Memo)	.00	.00	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00	.00	.00
Available	8,820.00	8,820.00	.00	.00	.00	8,820.00
Percent used	.00	.00	.00	.00	.00	.00

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8,820.00 -  
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## DEPARTMENTAL REQUEST FOR BUDGET ACTION

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4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2020/04	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2021	Life
Original Budget	.00	.00	.00	.00	-2,110,000.00
Transfers In	.00	-889,820.00	-615,000.00	.00	-2,939,820.00
Transfers Out	.00	.00	.00	.00	469,840.00
Revised Budget	.00	-889,820.00	-615,000.00	.00	-4,579,980.00
Actual (Memo)	.00	-889,820.00	-615,000.00	.00	-4,579,980.00
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00	.00
Available	.00	.00	.00	.00	.00
Percent used	.00	100.00	100.00	.00	100.00



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Account Notes

☐ Annual Budgeting

☒ MultiYr Fund

4 YEAR COMPARISON   GAAP W/CARRY FORWARD   HISTORY   4 YEAR GRAPH   HISTORY GRAPH

Yr/Per	2020/04	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2021	Life
Original Budget	3,851.15	23,426.15	25,000.00	.00	.00	199,779.00
Transfers In	.00	.00	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00	.00
Revised Budget	3,851.15	23,426.15	25,000.00	.00	.00	199,779.00
Actual (Memo)	.00	19,575.00	1,573.85	.00	.00	195,927.85
Encumbrances	.00	.00	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00	.00	.00
Available	3,851.15	3,851.15	23,426.15	.00	.00	3,851.15
Percent used	.00	83.56	6.30	.00	.00	98.07

Account Inquiry [Rowan County]

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☐ Annual Budgeting

☒ MultiYr Fund

4 YEAR COMPARISON   GAAP W/CARRY FORWARD   HISTORY   4 YEAR GRAPH   HISTORY GRAPH

Yr/Per	2020/04	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2021	Life
Original Budget	250.74	.00	.00	.00	.00	.00
Transfers In	.00	99,226.00	.00	.00	.00	99,226.00
Transfers Out	.00	.00	.00	.00	.00	.00
Revised Budget	250.74	99,226.00	.00	.00	.00	99,226.00
Actual (Memo)	.00	98,975.26	.00	.00	.00	98,975.26
Encumbrances	.00	.00	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00	.00	.00
Available	250.74	250.74	.00	.00	.00	250.74
Percent used	.00	99.75	.00	.00	.00	99.75

Account Inquiry [Rowan County]

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4 YEAR COMPARISON   GAAP W/CARRY FORWARD   HISTORY   4 YEAR GRAPH   HISTORY GRAPH

Yr/Per	2020/04	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2021	Life
Original Budget	1,442,855.27	630,235.92	48,762.42	.00	50,000.00	📄
Transfers In	.00	934,369.00	615,000.00	.00	2,214,369.00	📄
Transfers Out	.00	-99,226.00	.00	.00	-649,226.00	📄
Revised Budget	1,442,855.27	1,465,378.92	663,762.42	.00	1,615,143.00	📄
Actual (Memo)	2,500.00	22,523.65	33,526.50	.00	174,787.73	📄
Encumbrances	.00	.00	.00	.00	.00	📄
Requisitions	.00	.00	.00	.00	.00	📄
Available	1,440,355.27	1,442,855.27	630,235.92	.00	1,440,355.27	📄
Percent used	.17	1.54	5.05	.00	10.82	📄

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** October 28, 2019  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

November Board Appointments

**Upload Date**

10/30/2019

**Type**

Cover Memo

**MONTHLY BOARD APPOINTMENTS  
NOVEMBER 4, 2019  
COMMISSION MEETING**

---

**DANGEROUS DOG APPEALS BOARD**

Jane Hartness has served two (2) consecutive terms on this board and is not eligible for reappointment at this time. Nina Dix has applied to fill the vacancy for a term that will expire October 31, 2022.

**HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE**

Ray Paradowski applied to fill a vacancy that will expire June 30, 2021.

**HOUSING AUTHORITY**

Kenneth Fox applied for reappointment to the East Spencer seat. The term will be for five-years and expire on September 30, 2024.

**LIBERTY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Mark Stiller applied for reappointment for a two-year term that will expire June 30 2021.

**LOCAL EMERGENCY PLANNING COMMITTEE**

Allen Robey applied for the vacant Industry seat on the LEPC. There are no term limits for this Committee.

**POOLETOWN VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Rick Barkley and Amy Lowe have applied for reappointment and Bryan Kirk applied to fill a vacancy that will occur as of November 30, 2019.

All three appointments would be for a two-year term that will expire November 30, 2021.

**\*\*Please note there are approximately 45 vacancies on various County Boards.**



Dangerous Dog Appeals Board Board

Name	Date	Boards	Address	Contact	Status
Nina Dix	10/14/2019	Dangerous Dog Appeals Board BoC Meeting	495 Pickler Road Salisbury, NC 28144  Resident: Yes	Email: dndix@bellsouth.net	Validated

Home and Community Care Block Grant Advisory Committee Board

Name	Date	Boards	Address	Contact	Status
Ray Paradowski	10/30/2019	Home and Community Care Block Grant Advisory Committee BoC Meeting	155 Nottingham Road Salisbury, NC 28147-8832	Phone: 704-638-0513 Email: reparadowski@bellsouth.net	Validated

Housing Authority Board

Name	Date	Boards	Address	Contact	Status
KENNETH LYDELL FOX	10/1/2019	Housing Authority BoC Meeting	109 Jackson Street East Spencer, NC 28039  Resident: Yes	Phone: 9805659270 Email: kennethfox577@gmail.com	Validated

Liberty Volunteer Fire Department Fire Commissioners Board

Name	Date	Boards	Address	Contact	Status
Mark Edward Stiller	10/22/2019	Liberty Volunteer Fire Department Fire Commissioners BoC Meeting	355 Hill Farm Road Gold Hill, NC 28071  Resident: Yes	Phone: 704-202-5753 Email: mestiller@outlook.com	Validated

Local Emergency Planning Committee Board

Name	Date	Boards	Address	Contact	Status
Mr. Allen Robey	9/20/2019	Local Emergency Planning Committee BoC Meeting	500 Hinkle Lane Salisbury, NC 28144	Phone: 704-633-8028 Email: allen.robey@innospecinc.com	Validated

Pooletown Volunteer Fire Department Fire Commissioners Board

Name	Date	Boards	Address	Contact	Status
Rick Barkley	10/25/2019	Pooletown Volunteer Fire Department Fire Commissioners BoC Meeting	4055 Richfield Rd Richfield, NC 28137  Resident: Yes  Ward/District: Pooletown	Phone: 980-234-2883 Email: rbark1962@yahoo.com	Validated
Bryan Kirk	10/25/2019	Pooletown Volunteer Fire Department Fire Commissioners BoC Meeting	275 Yankee Dr Richfield, NC 28137  Resident: Yes  Ward/District: Pooletown	Phone: 704-465-6478 Email: bryank400m@gmail.com	Validated
Amy Lowe	10/25/2019	Pooletown Volunteer Fire Department Fire Commissioners BoC Meeting	3275 River Rd Richfield, NC 28137  Resident: Yes  Ward/District: Pooletown	Phone: 704-794-7358 Email: ambeesue1975@yahoo.com	Validated