

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JUNE 22, 2015 AGENDA ITEM NUMBER: 12

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT FOR MITIGATION FOR NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO FUND ADDITIONAL CITY VIEW VOLUNTEER FIRE DEPARTMENT, INC. STAFF DURING THE SIX MONTH WALKERTOWN-GUTHRIE ROAD CLOSURE PERIOD

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Kendrick Watts, Jr.* DATE: June 18, 2015
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT
AGREEMENT FOR MITIGATION FOR NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION TO FUND ADDITIONAL CITY VIEW VOLUNTEER
FIRE DEPARTMENT, INC. STAFF DURING THE SIX MONTH
WALKERTOWN-GUTHRIE ROAD CLOSURE PERIOD**

WHEREAS, the North Carolina Department of Transportation (NCDOT) is making road improvements including the construction of a bridge, which will necessitate the temporary closure of Walkertown-Guthrie Road for six months; and

WHEREAS, the said road project will impact response times by The City View Volunteer Fire Department, Inc. and will require extra personnel and overtime pay at an estimated cost of \$165.00 per day; and

WHEREAS, the N.C. Department of Transportation, Forsyth County and The City View Volunteer Fire Department, Inc. propose to enter into a Reimbursement Agreement for Mitigation in which the NCDOT will fund the overtime costs up to a maximum amount of \$30,000;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or the County Manager and Clerk to the Board to execute, on behalf of Forsyth County, the Reimbursement Agreement for Mitigation, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 22nd day of June 2015.

NORTH CAROLINA
FORSYTH COUNTY

REIMBURSEMENT AGREEMENT FOR MITIGATION
DATE: 5/15/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-2579WM
WBS Element: 34839.4.FS2

AND

COUNTY OF FORSYTH

AND

THE CITY VIEW VOLUNTEER FIRE DEPARTMENT, INC.

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" the County of Forsyth, hereinafter referred to as the "County" and the City View Fire Department, hereinafter referred to as the "Fire Department."

WITNESSETH:

WHEREAS, the Department is making certain improvements under Project U-2579 in Forsyth County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, the Project includes the construction of a bridge, necessitating the temporary closure of Walkertown-Guthrie Road for six months and impacting the response times for the Fire Department;

Whereas, the Fire Department currently provides staff during normal working hours, 8 AM to 5 PM; and,

WHEREAS, the Fire Department will need extra personnel at the fire station beyond normal working hours and this will require overtime pay; and,

WHEREAS, the parties to this Agreement have approved the cost participation and responsibilities as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

Agreement ID # 5716

SCOPE OF WORK

1. The Fire Department will provide additional staffing at the fire station on a twenty-four hour, seven-day a week basis for the six-month period of the road closure. This additional staff time will require compensation of overtime rates, estimated at \$165.00 per day.

ELIGIBLE REIMBURSEMENT

2. Subject to compliance by the County and the Fire Department with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual overtime costs up to a maximum amount of \$30,000. Costs which exceed this amount shall be borne by the County or the Fire Department. Reimbursement to the County shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.
 - A. The Fire Department will document actual costs and bill the County for the costs incurred under this Agreement. The County shall reimburse the Fire Department for eligible costs.
 - B. The County may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. By submittal of said invoice, the County certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
 - C. The County and the Fire Department shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County and the Fire Department shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
 - D. The County and the Fire Department agree that they shall bear all costs for which they are unable to substantiate actual costs.
 - E. Failure on the part of the County or the Fire Department to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
 - F. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.

ADDITIONAL PROVISIONS

3. The County and the Fire Department shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
4. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
5. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the County and the Fire Department certify, that neither they nor their agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
6. The County and the Fire Department shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the County or the Fire Department or any entity performing work under contract with the County or the Fire Department.
7. The County and the Fire Department are solely responsible for all agreements, contracts, and work orders entered into or issued by the County or the Fire Department for this work. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the County for costs which exceed the total funding for this work.
8. The County and the Fire Department will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed by the County and the Fire Department pursuant to this Agreement.
9. The Department must approve any assignment or transfer of the responsibilities of the County or the Fire Department set forth in this Agreement to other parties or entities. Any notification of termination of this Project shall be in writing to the other party.
10. In compliance with state policy, the County and the Fire Department, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and

adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

11. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

12. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the County and the Fire Department.

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate, the day and year heretofore set out, on the part of the Department, the County of Forsyth, and the City View Fire Department by authority duly given.

L.S. ATTEST:

COUNTY OF FORSYTH

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

L.S. ATTEST:

THE CITY VIEW VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

County of Forsyth

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____

Agreement ID # 5716