

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: Made In Durham VENDOR # 1000016810

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Casey Steinbacher csteinbacher@madeindurham.org

Print Name _____ E-Mail Address _____
 TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other _____

SCOPE OF WORK: BULLS Initiative (WORKFORCE DEVELOPMENT)

CONTRACT AMT: \$3,000,000.00 CONTRACT TERM: 8/1/2023 - 12/31/2025 RFP/IFB/RFO#: N/A

FUNDING SOURCE/TITLE: County State _____ Federal _____ Title/Name of Grant Funds _____

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	2002950000	4130131000	5200160100			0026	\$0.00		
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES NO

Signature: see attached Date: _____

Contract Requires BOCC Approval? YES NO Date of BOCC Approval: 08/14/23

COUNTY ATTORNEY

Reviewing Attorney: _____ Date: _____

REQUISITIONER

DocuSigned by:

DocuSign E-Signature: Brandi Minor Date: 11/27/2023

Print Name/E-Mail: Brandi Minor/bsminor@dconnc.gov

PURCHASING MANAGER

DocuSign E-Signature: Jonathan Hawley Date: 11/27/2023

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSigned by:

DocuSign E-Signature: Andrew Miracle Date: 11/27/2023

Print Name/Title: Andrew Miracle / Economic Development Director

E-Mail Address: amiracle@dconnc.gov

CHIEF FINANCIAL OFFICER

N/A Date: _____

DocuSign E-Signature

COUNTY MANAGER

_____ Date: _____

DocuSign E-Signature

CLERK TO THE BOARD

_____ Date: _____

DocuSign E-Signature

IS&T DEPT

_____ Date: _____

DocuSign E-Signature

Additional Comments/Instructions by Department:
 Agenda Item 23-0532, approved by BOCC August 14, 2023

FUNDS RESERVATION# 24-257

Purchasing Comments:



Funds Reservation 240000257

General Data			
Company code	DCNC	Document date	08/20/2023
		Posting date	08/20/2023
More Data			
Text	SERVICE CONTRACT 08/01/23-12/31/25		
Overall Amount	3,000,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	BULLS INITIATIVE (WORKFORCE DEVELOPMENT)		
Fund	2002950000	Funds center	4130131000
Cost Center	4130131000	G/L account	5200160100
Vendor	1000016810	Vendor Name	MADE IN DURHAM
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	0.00 USD		
Open amount	0.00 USD		
To approve	0.00 USD		

Document item 002			
Text	BULLS INITIATIVE (WORKFORCE DEVELOPMENT)		
THE AMENDMENT IS FOR A REVISION TO SECTION 3 OF THE ORIGINAL CONTRACT.ALL TERMS AND CONDITIONS REMAIN THE SAME. EFF 09/01/2023.			
Fund	2002950000	Funds center	4130131000
Cost Center	4130131000	G/L account	5200160100
Vendor	1000016810	Vendor Name	MADE IN DURHAM
Ordering Address		Ordering Address	
Grant	413013102310060	WBS Element	ARPAFINANCE04130
Amount	3,000,000.00 USD		
Open amount	2,400,000.00 USD		
To approve	0.00 USD		

Jonathan Kaulen
 PURCHASING OFFICER
Christalyn Wright
 CHIEF FINANCIAL OFFICER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2023

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).

PRODUCER First Insurance Services, Inc. 5007 Southpark Dr, Ste 230 Durham, NC 27713	CONTACT NAME: Robert Kar PHONE (A/C, No, Ext): 919-951-0549 E-MAIL ADDRESS: robertk@firstins.net	FAX (A/C, No): 919-941-0135	
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective of the SEast-SICSE		NAIC # 39926
INSURED Made In Durham 359 Blackwell Street Durham, NC 27701	INSURER B: Hartford Accident & Indemnity		22357
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 INSD	SUBR 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2402301	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2402301	07/01/2023	07/01/2024	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			S 2402301	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	22WBCAD5MEE	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of subrogation applies under General Liability if required by written/executed contract.

CERTIFICATE HOLDER

CANCELLATION

County of Durham 200 East Main Street Durham, NC 27701	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 

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 1st day of September, 2023 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Made in Durham** (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated August 1, 2023, for the provision of Bulls Academy and related services (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

- 1. Section 3 of the Original Agreement is replaced in its entirety by the following:

3. PAYMENT TO CONTRACTOR. CONTRACTOR shall receive from COUNTY an amount not to exceed Three Million Dollars (\$3,000,000) as full compensation for the provision of Services. Payment shall be made by electronic funds transfer (RFT) with the first payment of \$300,000 on or about September 1, 2023, and with the second quarterly payment of \$300,000 made on or about October 15, 2023. During 2024 and 2025, quarterly payments will be made on or about January 1, April 1, July 1, and October 1. As the contract is operating on an advanced payment structure in order to ensure sufficient funding availability for the provision of stipends as outlined in the Scope of Work (Attachment 1), CONTRACTOR will be responsible for returning any funding not expended by December 31, 2025 to the COUNTY. CONTRACTOR will provide to the COUNTY a final accounting of all funds expended under the contract by February 1, 2026 to verify the expenditure of funds, and will return any unspent funds to the COUNTY by February 15, 2026.

A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to the COUNTY.

- 3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- 4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

DocuSigned by:
 By: Andrew Miracle
47E2C8E10243485...
 Print Name/Title: Andrew Miracle, Director
 Date of Signature: 11/27/2023

CONTRACTOR

DocuSigned by:
 By: Casey Steinbacher
D0CED9590B60407...
 Print Name/Title: Casey Steinbacher, Executive Director
 Date of Signature: 12/1/2023

From: [Owens, Janelle L.](#)
To: [Minor, Brandi](#)
Subject: RE: Insurance Exemptions for Service Contracts
Date: Wednesday, August 16, 2023 9:16:25 AM
Attachments: [image002.png](#)
[image003.png](#)

Brandi,

Please see the status of each contract below.

- Made in Durham – the COI is approved with the subrogation waiver for auto and workers compensation.
- Greater Durham Chamber of Commerce – the COI is approved in favor of the umbrella coverage and the subrogation waiver for general liability.
- Greater Durham Black Chamber of Commerce – we can waive the requirement of auto and workers compensation coverages for this contract. However, I need the updated COI with the removal of us being listed as an additional insured.
- Downtown Durham Inc. - we can waive the subrogation requirement for the auto and workers compensation coverage.

Janelle Owens | Risk Manager



County Attorney

jlowens@dconc.gov
200 East Main Street, 4th Floor
Durham, North Carolina 27701
Office (919) 560-0045 | Cell (984) 260-7146

From: Minor, Brandi <bminor@dconc.gov>
Sent: Tuesday, August 15, 2023 2:45 PM
To: Owens, Janelle L. <jlowens@dconc.gov>
Subject: Insurance Exemptions for Service Contracts

Good Afternoon, Janelle,

We have several contracts that were approved at the BOCC meeting on Monday night. Before I submit for processing, will you please let me know if the following insurance waivers are approved:

- Made in Durham – The Waiver of Subrogation applies to the General Liability, but not the Auto or Workers Compensation
- Greater Durham Chamber of Commerce - The Waiver of Subrogation applies to the General Liability, but not the Auto or Workers Compensation. They also only have \$500,000 in coverage for Workers Compensation.
- Greater Durham Black Chamber of Commerce – I have requested the removal of the County as the additional insured and will send you the revised COI upon receipt. But they also do not have Auto or Workers Compensation coverages and will need those waived. They do not have any company vehicles and have less than three employees.
- Downtown Durham Inc. – The Waiver of Subrogation box is checked for General Liability and the comment in the box below does not specifically indicate it applies to ALL coverages, so I wanted to check to see if a waiver was needed for this COI.

The Scope of Work for each organization has been attached as well. Thanks!

BRANDI R. MINOR, CLGFO | SENIOR ADMINISTRATIVE OFFICER



Transportation

bminor@dconc.gov
Durham County Transportation
201 East Main Street, 4th Floor
Durham, North Carolina 27701
Office (919) 560-9341 | Cell (984) 220-1676 | Fax (919) 560-0057

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM

ARPA



CONTRACTOR/VENDOR NAME: Made in Durham VENDOR # 1000016810

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Casey Steinbacher csteinbacher@madeindurham.org

Print Name _____ E-Mail Address _____
TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other _____

SCOPE OF WORK: BULLS Initiative (WORKFORCE DEVELOPMENT)

CONTRACT AMT: \$3,000,000 CONTRACT TERM: 8/1/2023 - 12/31/2025 RFP/IFB/RFO#: N/A

FUNDING SOURCE/TITLE: County State _____ Federal _____ Title/Name of Grant Funds _____

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	2002950000	4130131000	5200160100			0026	\$3,000,000		
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES NO

COUNTY ATTORNEY

Signature: SEE ATTACHED Date: _____

Contract Requires BOCC Approval? YES NO Date of BOCC Approval: 08/14/2023

Reviewing Attorney: _____ Date: _____

REQUISITIONER

DocuSigned by:

DocuSign E-Signature Brandi Minor Date: 8/21/2023

Print Name/E-Mail: E49409ACB58E487...@dconc.gov

DocuSigned by:

Jonathan Hawley GER Date: 8/21/2023

965FC9C0F47B48B...

DEPARTMENT HEAD

DocuSigned by:

DocuSign E-Signature Andrew Miracle Date: 8/21/2023

Print Name/Title: A47E2C8E10243485... velopment Director

E-Mail Address: amiracle@dconc.gov

DocuSigned by:

Crystally Wright AL OFFICER Date: 8/23/2023

64D5F27463AF4D4...

DocuSigned by:

Dr. Kimberly J. Sowell Date: 8/27/2023

8EBF0A6C1C89469...

Additional Comments/Instructions by Department:
Agenda Item 23-0532, approved by BOCC August 14, 2023

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

FUNDS RESERVATION# 24-257

IS&T DEPT

Date: _____

DocuSign E-Signature

Purchasing Comments: COMP- PRIORITY REQUEST PER DEPT

THE COI APPROVAL IS ATTACHED TO THE FR IN SAP



Funds Reservation 240000257

General Data			
Company code	DCNC	Document date	08/20/2023
		Posting date	08/20/2023
More Data			
Text	SERVICE CONTRACT 08/01/23-12/31/25		
Overall Amount	3,000,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	BULLS INITIATIVE (WORKFORCE DEVELOPMENT)		
Fund	2002950000	Funds center	4130131000
Cost Center	4130131000	G/L account	5200160100
Vendor	1000016810	Vendor Name	MADE IN DURHAM
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	3,000,000.00 USD		
Open amount	3,000,000.00 USD		
To approve	0.00 USD		

Jonathan Kaulback
 PURCHASING OFFICER
Christy Stuyt
 CHIEF FINANCIAL OFFICER



North Carolina
Durham County

CERTIFICATION

I, Macio Carlton, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners approved a contract in support of the Approved American Rescue Plan Act Framework Objective 1.2, Workforce Development with Made in Durham in the amount of \$3,000,000.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 14th day of August 2023.

(SEAL)



MACIO CARLTON
Deputy Clerk to the Board of County Commissioners

Provide Emergency Community Food Assistance in Durham County. American Rescue Plan Act funds will support the expense.

Attachments: [AAF Supplemental Document Contract Approval IFFS](#)
[RFP 23-041 Emergency Community Food Assistant for DCo](#)
[RFP23-041 Summary of evaluation scores](#)
[MWBE Compliance Review Form-AAF for 23-041 RFP 063023](#)
[ARPACContract Inter-Faith Food Shuttle Draft](#)
[Inter-Faith Food Shuttle Tab 4-Approach](#)
[IFFS COI 6.23.23](#)
[IFFS COI Work Comp](#)

23-0532

Contract Approval for American Rescue Plan Act Approved Framework Objective 1.2 Workforce Development (\$3,000,000)

Agenda Text:

The Board is requested to award a contract in support of the Approved American Rescue Plan Act Framework Objective 1.2, Workforce Development. The contract will be awarded to Made in Durham, who is serving as the BULLS Initiative backbone agency, in the amount of \$3,000,000.

Funding will be used to support the continuation and scaling of BULLS Biotech stipends and comprehensive support services that are administered in partnership with Durham Technical Community College (DTCC). Funding will also support the creation of a second industry certificate program that will follow the same BULLS model of providing financial and academic support as well as connection to resources. Additionally, there are also dollars earmarked to increase community program awareness through teacher externships with Durham Public Schools as well as after-school programs. Further, funding is included to evaluate and improve the BULLS initiative and ultimately position the program to receive philanthropic and private funding to sustain it beyond this one-time allocation. While Made in Durham is serving as the backbone agency, funding will also support DTCC and Durham Public Schools.

The attached Scope of Services and Supplemental Information provide greater detail on the budget, timeline, and program plan.

Alignment with Strategic Plan: This item aligns with Goal 4: Environmental Stewardship and Community Prosperity to promote and support the community and economic vitality for all residents.

Resource Persons: Andrew Miracle, Director of Economic Development; Maurice Jones, Deputy County Manager of External Affairs; Claudia Hager, Deputy County Manager of Financial Affairs

County Manager's Recommendation: The County Manager recommends that

the Board approve a contract in support of the Approved American Rescue Plan Act Framework Objective 1.2, Workforce Development with Made in Durham in the amount of \$3,000,000.

Attachments: [BULLS Initiative Contract](#)
[Attachment I - Scope of Work for BULLS Initiative Contract](#)
[Supplemental Information - BULLS Initiative](#)

23-0533 **Property Tax Releases and Refunds for June 2023**

Agenda Text: The Board is requested to approve the Releases & Refunds for the month of June 2023, which includes adjustments to the current year levy as well as prior years' levies. Due to property valuation adjustments for over assessments, listing discrepancies, duplicate listings, and clerical errors, etc. the attached report details releases and refunds for the month of June 2023.

This month's report includes releases for several 2023 (fiscal year 23-24) property tax bills that were created in June 2023, and those 2023 property tax bill releases total \$ 610.00. Releases and refunds for tax year 2022 (fiscal year 22-23) this month total \$109,135.23, and releases and refunds for prior years (2012-2021) total \$ 935.02 for this month. Total request for all years of releases and refunds on this month's report is \$ 110,698.25.

Alignment with Strategic Plan: Goal 5, Accountable, Efficient, Visionary Government. To ensure the county complies with North Carolina General Statutes ensures we are accountable to our citizens. The Board of E&R ensures that we are accountable and efficient as tax revenues are impacted by the actions of this Board. The actions of the tax department and this Board impact all strategic goals due to the revenues needed.

Resource Persons: Teresa Hairston, Interim Tax Administrator

County Manager's Recommendation: The County Manager recommends that the Board accept the property tax release and refund report for June 2023 as presented and authorize the Tax Assessor to adjust the tax records as outlined by the report.

Attachments: [NCVTS May Refunds](#)
[Backup-Bill Release Report June 2023-Aug 14, 2023](#)
[Backup-Pending Refund Report June 2023-Aug 14, 2023](#)
[Releases and Refunds Backup Detail-June 2023-Aug 14, 2023](#)

23-0534 **Approve Fiscal Year 2023-2024 Contract with Greater Durham Black Chamber of Commerce for Services Related to Small Business Support**

Agenda Text: The Board is requested to authorize the County Manager to execute the attached contract with the Greater Durham Black Chamber of Commerce (GDBCC) for

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of August 2023, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and Made in Durham a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **August 1st, 2023**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from August 1st, 2023 to December 31, 2025 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed Three Million Dollars (\$3,000,000) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors,

subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.
 5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 6. Local tax records of the COUNTY that contained information about a taxpayer’s income or receipts.
 7. Any attorney/client privileged information disclosed by either party.

8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term “Personal Identifiable Information” shall mean information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County’s prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.

- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affected persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of "confidential information" and "personal identifiable information", by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by

COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR's performance during the execution of this Contract.
7. **INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.
 - 7.1 **Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.
 - 7.2 **Commercial Automobile Liability:** ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.
 - 7.3 **Worker's Compensation and Employers Liability:** as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 8.1 or 8.2, shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. In the event

CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **CONTRACTOR certifies that CONTRACTOR shall abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

- 14. EMPLOYMENT ADVERTISING REQUIREMENTS.** CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham’s Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham COUNTY Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR’S ability to advertise and/or otherwise post job openings with other organizations or media outlets.
- 15. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
- 16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).** Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties. Please complete Exhibit A and return with this contract.
- 17. SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Security Manager to the County Manager or the County Manager’s designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of

North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

- 20. **EXISTENCE.** CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 21. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.
- 22. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
- 23. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**MADE IN DURHAM
ATTN: CASEY STEINBACHER
201 W. MAIN ST, SUITE 100, PMB B19
DURHAM, NORTH CAROLINA 27701**

- 24. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 25. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.
- 26. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.
- 27. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.
- 28. **ENTIRE CONTRACT.** This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

DocuSigned by:
B Dr. Kimberly J. Sowell
8EBF0A6C1C89469...

Print Name/Title: Dr. Kimberly J. Sowell County Manager

Date of Signature: 8/27/2023

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

DocuSigned by:
Crystally Wright
64D5F27463AF4D4..., **Durham County Interim Chief Financial Officer**

CONTRACTOR

DocuSigned by:
I Casey Steinbacher
D0CED9590B60407...

Print Name/Title: Casey Steinbacher Executive Director

Date of Signature: 8/22/2023

ATTACHMENTS to follow

Attachment I: Scope of Work

Purpose:

The BULLS Academies are designed to provide Durham youth and young adults the opportunity to secure an industry certification that leads to a high wage-high growth career. The BULLS Academy template defines the qualifying criteria for the development of an industry specific Academy and provides a uniform execution strategy built around three programmatic components: Community Engagement, Education Experience, and Corporate Engagement. The funding will be used to build out each of these three programmatic components along with the Evaluation and Administration of each.

Impact:

In Durham, the life sciences industry serves as the foundation for the city's vibrant economy by providing access to wealth-building career pathways; however, the composition of this important workforce does not properly reflect local demographics. The BULLS Academy is designed to provide an equitable opportunity for Durham's young adults of color to earn higher incomes while also meeting the industry's demand for talent. Within the Life Sciences industry, the Biotech cluster was selected as the BULLS Academy's first industry program for the following reasons:

- It has a demonstrated track record of high growth-high wage jobs.
- It has a low barrier to entry; an industry certification provided at Durham Technical Community College (DTCC) will qualify someone for an entry level manufacturing position.
- The industry also has demonstrated pathways to advance one's career, even starting at an entry-level position.
- Demand is skyrocketing, and supply is stagnant.
- There are biotech industry partners working to support the talent development pipeline and are actively looking for diverse talent.

Prior to the selecting Biotech for the BULLS Academy, a consultant worked with the NC Biotechnology Center to analyze the supply and demand job metrics. Two important data points stood out from this data: First, comparing demand for jobs versus graduates from BioWork certifications in the Triangle demonstrated an imbalance. The 2022 projections for Biotech Manufacturing in the Triangle showed the following and were based on 2021 announcements and turnover rates.

Projected BioWork Qualified Job Openings: 589

Projected BioWork Qualified Graduates: 274 (minus DTCC)

Projected Openings BULLS Graduates: 315

Second, salary projections demonstrated significant earning potential for careers in the industry. Current entry level Biomanufacturing Associate salaries range from \$40,000-\$60,000, with the current average at just under \$50,000. Converted to hourly rates, these positions start approximately 50% higher than local living wage standards. At the current annual increase, projections predict an individual's current salary almost doubling in just ten years.

Many Triangle Biotech companies also offer benefits that can include health insurance, transportation, and onsite daycare. Equally important however, is the growing trend in this industry to support upskilling and additional education opportunities for their employees to support internal growth. Many Triangle Biotech companies offer education funding support to employees interested in continuing their career. A major impetus for the recent \$6M gift to Durham Tech from Novo Nordisk was the opportunity to invest in local training facilities to support their upskilling and career transitioning strategy for their local employees. Training and promoting within the company have always been a hallmark of the industry and are now seeing significant investment by Triangle companies as well.

The \$3 million in funding allocated for the BULLS Academy will be utilized to begin to scale, grow, and refine the BULLS Academy but it is not a standalone investment. Instead, it leverages additional funding deployed to build out a robust life

sciences talent development ecosystem in Durham. Working collaboratively, Made in Durham, Durham Tech, Durham County, Durham Public Schools, the North Carolina Biotechnology Center, the Greater Durham Chamber of Commerce, the City of Durham and the region's life science companies are all contributing as illustrated below:

- **Durham Technical Community College Bond Referendum:** As part of the recently authorized \$112M bond approval, Durham Technical Community College will utilize \$35M to support construction and renovation of the Life Sciences facilities at the College. Included in that total is a state-of-the-art life sciences lab and instructional facility that will not only increase the college's capacity for certification and future AS degree programs but will also support ongoing training needs of the region's life sciences companies through upscaling, retraining and career transition training.
- **Novo Nordisk:** Announced a \$6M grant to support the new Durham Tech training facility, providing funding for equipment, expansion of AS degrees, life sciences awareness for Durham's youth and young adults, including apprenticeships and internships.
- **NC Biotechnology Center Build Back Better Grant:** Included in the Center's recent Build Back Better grant through the EDA, the Biotechnology Center provided over \$800,000 to Made in Durham to support their work with Durham community-based organizations as partners in identifying, recruiting, and supporting young adults of color into the BULLS Academy and related Durham Tech programming. Dozens of Durham nonprofits will benefit from capacity grants and professional learning communities to help increase their capacity and competency in supporting youth into this high growth-high wage industry sector in Durham.

Equally as important as funding, the infrastructure collaboration that is occurring to ensure that Durham's historically excluded populations are provided access and opportunity to be successful is comprehensive and unique. This will be accomplished through the following strategies:

- Typically, industry certification programs are provided in community colleges on the non-credit side of the institution. This often results in limited connections to the full resources of the college which are designed to meet the needs of a degree-seeking student. In contrast, the BULLS Academy has created a **cohesive network of resources** offered by both the College and supplemented by Made in Durham, to ensure BULLS students have the full array of services required to address the myriad of circumstances that typically affect the target population.
- DTCC provides a dedicated **Resource Specialist**, fully versed on all college resources including housing, childcare, mental health, internet, and transportation.
- Made in Durham provides dedicated **Success Coaches** who focus on the academic and work demands of the students, identifying tutoring and homework related needs.
- Made in Durham also provides a **Youth Engagement Manager** that monitors attendance, participation and maintains all data. Additionally, they reach out to families and community-based organizations to check on progress and health, and graduates to check on employment, staying engaged with all youth participating.

Program Roles by Partner Organization

Made in Durham is acting as the backbone organization on the BULLS collaboration. All partner organizations will receive funding required to support their defined role in the initiative.

Durham Tech: Program Execution Partner

- Course Instruction
- Career and Resource assistance
- Data collection
- Employment Resources

Made in Durham: Backbone Organization/Development and Oversight

- Development of Execution Model
- Resources/Funding
- Data, Documentation, Evaluation
- System and Program Enhancements
- Execution: Recruitment, Youth Engagement and Success Coaching during initial program phases

Durham Public Schools: Program Execution Partner

- Stipend Management
- Teacher Externships
- Dual Enrollment
- Career Assessment and Interest

Performance Measures:

- The number of students applying to the BULLS Academy
- The number of students enrolled in the BULLS Academy
- The number of students graduating from the BULLS Academy
- The number of graduates placed in jobs that align with their industry certificate
- The number of students that remain in career pathway 2-5+ years
- The number of students that are satisfied with the support services provided in the program
- The number of BULLS graduates that enroll in the alumni program
- The number of teacher externships
- The number of families that become aware of promoted industries as a result of daycare programming

Reporting and Monitoring

Made in Durham will be required to provide mandatory quarterly programmatic reporting to Durham County Government to comply with US Treasury requirements. Organizations that fail to report as required will lose their funding and be responsible for paying back all ARPA funding received from Durham County. These reports describe progress towards program outcomes. Agencies are required to maintain detailed back-up documentation of expenditures, available for review by county staff upon request. Failure to comply with these reporting requirements may jeopardize county funding. Site visits may be performed annually for funded agencies to determine and verify their data collection methodology.

Funding

The County agrees to pay Made in Durham a total of \$3,000,000 for the successful outcome of efforts provided hereunder. Payment shall be made by electronic funds transfer (EFT) with the first payment of \$300,000 on or about September 1, 2023, with the second quarterly payment of \$300,000 on or about October 15, 2023. In 2024 and 2025, payments will be made on or about January 1, April 1, July 1, and October 1.

BULLS INITIATIVE BUDGET

BUDGET ACTIVITY	Year 1	Year 2	Total
DIRECT PROGRAM EXPENSES			
Community Engagement Activities			
Student and Family Awareness	\$100,000.00	\$0.00	\$100,000.00
Teacher Externships	\$25,000.00	\$25,000.00	\$50,000.00
Total	\$125,000.00	\$25,000.00	\$150,000.00
Education Experience Activities			
Recruitment	\$66,654.00	\$66,654.00	\$133,308.00
Stipends: Biotech	\$204,000.00	\$408,000.00	\$612,000.00
Stipends: Second Industry Cluster	\$120,000.00	\$480,000.00	\$600,000.00
BULLS DTCC Program Manager	\$90,000.00	\$90,000.00	\$180,000.00
BULLS Youth Engagement/Success Coach	\$132,433.00	\$210,726.00	\$343,159.00
Dual Enrollment/Career Assessment & Interest	\$55,000.00	\$130,000.00	\$185,000.00
Total	\$668,087.00	\$1,385,380.00	\$2,053,467.00
Corporate Engagment Activities			
Mentorship/Alumni	\$18,267.00	\$18,266.00	\$36,533.00
Development Total	\$18,267.00	\$18,266.00	\$36,533.00
PROGRAM ADMINISTRATION			
Program	\$120,000.00	\$100,000.00	\$220,000.00
Evaluation Total	\$120,000.00	\$100,000.00	\$220,000.00
Program Development			
Curriculum Design Analysis & Development	\$150,000.00	\$90,000.00	\$240,000.00
Marketing and Documentation	\$120,000.00	\$70,000.00	\$190,000.00
Total	\$270,000.00	\$160,000.00	\$430,000.00
Indirect Cost/Grant Oversight			
Grant Oversight	\$65,000.00	\$65,000.00	\$130,000.00
Total	\$65,000.00	\$65,000.00	\$130,000.00
REQUEST TOTAL	\$1,266,354.00	\$1,733,644.00	\$3,000,000.00