

NORTH CAROLINA

AGREEMENT FOR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this ____ **day of** _____, **2017** by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and **Lankford Protective Services, Inc.**, (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement**: The initial term of this Agreement will commence on **July 1, 2017** and shall end on or before **June 30, 2020**. This agreement shall have an option to renew for two (2) additional one-year terms, unless one party provides written notice of termination to the other party not less than 30 days prior to the end of the agreement.
2. **Scope of Service**: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. **Compensation**: As compensation for the services to be provided by Contractor, the County shall pay the Contractor a total annual amount of **\$737,622.08** payable within thirty (30) days from receipt of invoice. The amounts provided in Appendix 2 are all inclusive and include all expenses of every kind and nature.
4. **Insurance**: Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation
Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI)
\$100,000 property damage (PD)

Excess Umbrella Liability

\$4,000,000 each occurrence

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the

County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

8. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: Renee Paschal
Post Office Box 1809
Pittsboro, North Carolina 27312

Contractor Name: Lankford Protective Services, Inc.
Attn: Sam Lankford, President/COO
2711-B Pinedale Road
Greensboro, NC 27408

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

13. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:
 - (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
 - (b) Failure to maintain equipment, if applicable, in accordance with the requirements of this Agreement and with all laws.
 - (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference.
 - (d) Lack of proper insurance as required under this Agreement.
 - (e) Charging rates or fees in excess of those provided in this Agreement.
 - (f) Inefficient or unsafe practices in providing services.
 - (g) Other actions which impact unfavorably on the faithful performance of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination, the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special consequential or similar damage.

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(The remainder of this page intentionally left blank)

18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

19. Iran Divestment Act: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

20. Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

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

Vicki McConnell, Finance Director

Chatham County:

By: _____
Renee Paschal, County Manager

Contractor

By: _____
Sam Lankford, President/COO
Lankford Protective Services
2711-B Pinedale Road
Greensboro, NC 27408
Phone: (336) 288-7922
Email: dlankford@aol.com

APPENDIX 1

SCOPE OF WORK

PROJECT NAME: Staffing and Operating Residential Solid Waste and Recycling Collection Centers

SCOPE OF SERVICE: Chatham County has twelve (12) collection centers which accept only household waste and recyclables. The following is a general list of items that are accepted at each collection center:

- Municipal solid waste (household trash)
- Construction and demolition debris from household projects
- Scrap metal
- Electronics (TVs, computers, and small electronics)
- Auto batteries
- Used cooking oil
- Mixed Recyclables- plastics, paper, cardboard, aluminum cans, and steel cans
- Items for the Swap Shop- reuse program for donated items
- Bulky items
- White goods (appliances)
- Used motor oil and oil filters
- Auto tires
- Household batteries
- Glass bottles and jars for recycling

Additional items may be added at the County's discretion.

Locations and Hours

The collection center addresses are listed in the table below. The sites are to be manned at all times during the hours of operation. Most centers are open Monday through Saturday 7:00 am to 7:00 pm and Sunday 1:00 pm to 7:00 pm. Eight (8) centers are closed on Wednesdays. The total number of hours the centers need to be staffed each week is 1051. The full weekly schedule is found in Appendix 2. Attendants are expected to arrive fifteen (15) minutes prior to opening to prepare the center for daily operation. At the centers that have multiple attendants on site, only one is expected to arrive fifteen (15) minutes early.

Collection Center	Address
Asbury	34 Mt View Church Road Moncure, NC 27599
Bennett	3142 Bennett-Siler City Road Bennett, NC 27208
Bonlee	1528 Elmer Moore Road Bonlee, NC 27344
Cole Park	11632 US 15/501 North Chapel Hill, NC 27517
Crutchfield Crossroads	4030 Silk Hope-Liberty Road Snow Camp, NC 27349
Goldston	7285 Pittsboro-Goldston Road Bear Creek, NC 27207
Hadley	65 East Perry Road Pittsboro, NC 27312
Harpers Crossroads	19921 NC Highway 902 Bear Creek, NC 27207
Martha's Chapel	24 Gardner Road Apex, NC 27523
Moncure	2855 Old US 1 Moncure, NC 27562
Pittsboro	180 Martin Luther King Jr. Road Pittsboro, NC 27312
Siler City	135 Silk Hope Road Siler City, NC 27344

Duties and Responsibilities

Lankford Protective Services, Inc. (Lankford) shall provide the necessary personnel and equipment to perform the duties as listed below for the operation of the center.

Attendants

- Open and close the collection center according to the hours of operation.
- Ensure each resident has a current decal to use the collection center.

- Operate all equipment on-site, as listed below.
- Properly manage materials by directing residents to the containers appropriate for the material to be disposed.
- Prevent unaccepted items from being disposed of at the centers, including banned items and waste from businesses or residents that do not have a current decal.
- Remove contamination if unaccepted items are found in the containers.
- Correctly manage containers to maximize capacity and ensure proper disposal.
- Monitor and control the site traffic.
- Be courteous and respectful at all times to all residents.
- Answer customers' questions and provide education when necessary.
- Provide assistance to certain residents, such as elderly or handicapped residents. These residents are advised to ask for assistance if needed, but attendants are not expected to assist if an item is over 40 pounds.
- Maintain the center and grounds in a clean and neat condition.
- Report maintenance issues and supply needs promptly.
- Ensure the guard house is clean and orderly.
- Complete paperwork necessary for reporting visitation, capacity, daily activities, incidents, large loads, and specific items such as motor oil and tires.

Attendants must be able to communicate effectively, both orally and in writing, and they must be physically able to assist customers with items weighing no more than 40 pounds.

Site Supervisor

The site supervisor is a 40 hour per week position. The site supervisor must be able to competently perform the duties and responsibilities of the attendants **and**

- Supervise the attendants daily.
- Conduct weekly site visits at each of the collection centers and complete weekly checklists provided by the County.
- Serve as the contact person for attendants when the Main Office is closed or cannot be reached, including weekends and holidays.
- Promptly report problems to the County as needed.
- Recommend new or revised procedures as deemed necessary.
- Provide training to all new employees.
- Communicate any changes in operations or procedures to attendants.
- Manage all personnel-related issues.
- Review and maintain all reports to assure accuracy and completeness.

The site supervisor must have a high school diploma and be able to communicate effectively both orally and in writing. They must also be physically able to assist customers with items weighing no more than 40 pounds.

Assistant Site Supervisor/Trainer

The site supervisor must be able to competently perform the duties and responsibilities of the attendants **and** perform the duties of the site supervisor when requested by the site supervisor or Lankford. The assistant site supervisor will also provide training for all new employees. The assistant site supervisor's hours are included in the 1051 weekly total.

Training

New Attendant Training

Training pay for new attendants is minimum wage. In addition to any training required by OSHA, each new officer will receive sixteen (16) hours of classroom training, and a minimum of twenty-hour (24) hours of on-the-job training with the supervisor and/or trainer. Lankford provides is responsible for all new attendant training.

Refresher Training

Refresher training will be conducted as needed, with a minimum of four (4) hours of group training annually, to keep attendants up-to-date, aware of responsibilities, and/or to provide new information. The County and Lankford will work together to schedule training, determine content, and conduct training.

Bloodborne Pathogen Training

Bloodborne pathogen training will be provided during the new attendant training and annual refresher training.

The County is not billed for training hours.

Equipment On-Site

Each collection center is currently equipped with compactors for trash and containers to collect bulky items, glass, mixed recyclables, electronics, cooking oil, motor oil and filters, and textiles. Two centers, Cole Park and Pittsboro, also have a pre-crusher for bulky items. Four centers, Bonlee, Cole Park, Pittsboro, and Siler City, also have compactors for Mixed Recycling. Attendants will be responsible for operating the equipment, but are not allowed to perform any maintenance. All maintenance needs must be reported to the County in a timely manner.

Each center has a guard house with heating, air conditioning, and telephone service. Each center is also equipped with running water, electricity, and area lights. Grass mowing and site maintenance is performed by the County.

The County will provide the tools necessary to perform required tasks. This may include such items as a ladder, rake, shovels, broom, dust pan, mop, and grabber. The County will also provide cleaning supplies. Usefulness of tools will be evaluated periodically and adjustments or additional tools will be added as needed.

Provided by Lankford

Lankford will provide all material necessary to perform the work responsibilities to include, but not limited to:

- Uniforms and nametags, which must be worn during all working hours at the center. Uniforms include 4 long sleeve shirts, 4 short sleeve shirts, 4 pair of pants, and summer shorts upon request.
- Light-weight, heavy-weight coat, raincoat, belt, and hat also provided. Winter and summer hat upon request.
- Personal protective equipment (PPE) for the attendants to properly and safely perform their duties. This may include such items as steel-toed boots, reflective vests, protection aprons, and gloves.
- Flashlight.
- Reports, pencils, and pens.
- Awards, banner, and plaque for recognition program, if applicable.

Lankford will provide a marked company vehicle for the site supervisor's transportation at no charge to the County, including all maintenance, gas, and insurance.

Tetanus Vaccinations

Lankford will make available the tetanus and diphtheria vaccinations to all attendants and supervisors. Shots will be administered at the local Med First facility or Walgreens drug store. All shots will be renewed as required. Lankford will maintain immunization records for each employee and provide to the County annually or upon written request.

TOTAL COSTS:

The contract rates are as follows:

Job Title	Hours per Week	Hourly Rate of Pay	Bill Rate	Hourly Overtime and Holiday Rate
Supervisor	40	\$11.00	\$480.00 weekly	Non Billable
Assistant Supervisor/Trainer	40	\$9.30	\$13.04	\$19.56
Attendant	1051	\$9.00	\$13.04	\$19.56

Chatham County will be billed weekly as follows:

- Site supervisor = \$480.00
- Attendants/assistant supervisor (1051 hours x \$13.04) = \$13,705.04
- Total weekly = \$14,185.04

Annually

- Site supervisor (\$480.00 x 52) = \$24,960
- Attendants/assistant supervisor (\$13,705.04 x 52) = \$712,662.08
- **Total costs annually = \$737,622.08**

Overtime and Holidays

Overtime pay is 1.5 times the employees' normal rate of pay. Overtime will be paid when worked. No overtime will be charged to Chatham County unless overtime is requested in writing by the County.

The following are Lankford company holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Collection Centers are closed on:

- New Year's Day
- Easter Sunday
- Independence Day
- Thanksgiving Day
- Christmas Day
- Close at 2:00 pm on Christmas Eve

Holiday pay is 1.5 times the employees' normal rate of pay. Holiday pay will be paid if an employee works one of Lankford's holidays. No holiday pay will be charged to Chatham County.

COMPLETION DATE: June 30, 2020. This agreement shall have an option to renew for two (2) additional one-year terms, unless one party provides written notice of termination to the other party not less than 30 days prior to the end of the agreement.

APPENDIX 2

COLLECTION CENTERS WEEKLY SCHEDULE

July 1, 2017 to June 30, 2018

	THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		Hours per site
	COVERAGE	HRS	COVERAGE	HRS	COVERAGE	HRS	COVERAGE	HRS	COVERAGE	HRS	COVERAGE	HRS	COVERAGE	HRS	
COLE PARK*	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm - 7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	167.75
	7am-7pm	12	7am-7pm	12	7am-7pm	12	1pm - 7pm	6	7am-7pm	12	7am-7pm	12	7am-7pm	12	
					11am - 5pm	6	1pm - 5 pm	4							
PITTSBORO*	6:45am - 5pm	10.25	6:45am - 5pm	10.25	6:45am - 5pm	10.25	12:45pm - 7pm	6.25	6:45am - 5pm	10.25	6:45am - 5pm	10.25	6:45am - 5pm	10.25	131.75
	9am - 7pm	10	9am - 7pm	10	9am - 7pm	10	1pm - 5 pm	4	9am - 7pm	10	9am - 7pm	10	9am - 7pm	10	
SILER CITY*	6:45am - 5pm	10.25	6:45am - 5pm	10.25	6:45am - 5pm	10.25	12:45pm - 7pm	6.25	6:45am - 5pm	10.25	6:45am - 5pm	10.25	6:45am - 5pm	10.25	131.75
	9am - 7pm	10	9am - 7pm	10	9am - 7pm	10	1pm - 5 pm	4	9am - 7pm	10	9am - 7pm	10	9am - 7pm	10	
BONLEE	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	79.75
ASBURY	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
MONCURE	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
MARTHA'S CHAPEL	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
HADLEY	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
CRUTCHFIELD	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
BENNETT	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
HARPERS	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
GOLDSTON	6:45am-7pm	12.25	6:45am-7pm	12.25	6:45am-7pm	12.25	12:45pm-7pm	6.25	6:45am-7pm	12.25	6:45am-7pm	12.25	CLOSED		67.5
Hours per day	175		175		181		93		175		175		77		1051

All Collection Centers are closed New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day, Christmas Day, and close at 2:00 pm on Christmas Eve.

**Shifts at these sites may be altered according to business needs but will not affect total billable hours without prior approval of both parties.*