

TOWN *of* WAKE FOREST



Title VI

Annual Report Fiscal Year Ending June 30, 2024

TITLE VI PROGRAM PLAN ANNUAL REPORT

*For the Fiscal Year Ending
June 30, 2024*



TOWN *of*
WAKE FOREST

Town of Wake Forest, North Carolina
Prepared by the Title VI Coordinator, Organizational Performance Department

TABLE OF CONTENTS

TABLE OF CONTENTS.....	3
I. Introduction.....	4
II. Nondiscrimination Policy	4
III. Nondiscrimination Notice	4
IV. Equal Employment Opportunity Statement	4
V. Nondiscrimination Authorities.....	5
A. Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000d-4]	5
B. The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, Sec. 6 (1988), codified as 42 U.S.C. §2000d-4a].....	5
C. Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324] 5	
D. Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102)	5
E. Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]	5
F. Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794].....	5
G. 23 CFR Part 200	6
H. 49 CFR Part 21	6
I. Executive Order No. 12898	6
J. Executive Order No. 13166.....	6
VI. Title VI Staffing and Organization for Implementation.....	6
A. Designation of Title VI Coordinator	6
B. Title VI Coordinator.....	6
C. Departmental Liaisons.....	7
VII. Title VI Program Implementation and Accomplishments.....	7
VIII. Title VI Program Goals for the Upcoming Fiscal Year.....	11
IX. Complaint Report.....	12
X. Complaint Process.....	12
A. Filing of Complaints.....	12
B. Complaint Receipt and Response	13
Appendix A. Nondiscrimination Policy Statement.....	15
Appendix B. Nondiscrimination Notice	15
Appendix C. Equal Employment Opportunity Statement	17
Appendix D. Complaint Form	17
Appendix E. Statistical Data Collection Standards.....	17
A. Surveys	18
B. Methods for Identifying Affected Populations.....	20
Appendix F. Title VI Nondiscrimination Agreement between the NCDOT and the Town of Wake Forest	20
Appendix G. Resolution of Adoption of Town of Wake Forest Title VI Program Plan	22
Appendix H. Town of Wake Forest Title VI Department Liaison Listing.....	23

Appendix I.	Town of Wake Forest Contracts.....	24
Appendix J.	Service Area Population Characteristics.....	41
Appendix K.	American Community Survey Data, Language Spoken at Home.....	46

I. Introduction

The Town of Wake Forest Board of Commissioners adopted the Town of Wake Forest Title VI Program Plan on May 18, 2021, with an effective date of June 1, 2021. The program was updated and readopted by the Wake Forest Board of Commissioners on May 21, 2024, with an effective date of June 1, 2024. This Program Plan defines the Town of Wake Forest’s policy and procedures for compliance with Title VI of the Civil Rights Act of 1964.

The Town of Wake Forest Title VI Annual Report provides information on the Town of Wake Forest’s Title VI Program Plan and a summary of the services and accomplishments for the duration of the program during fiscal year end 2024.

The Town of Wake Forest’s Title VI Program Plan and related resources and information can be found at <https://www.wakeforestnc.gov/TitleVI>.

II. Nondiscrimination Policy

It is the express policy of the Town of Wake Forest that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving federal funds on the grounds of race, color, national origin, sex, age, disability, or income, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

It is also the express policy of the Town that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town program or activity, whether those programs, activities and services are federally funded or not, on the grounds of race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level. See Appendix A, Nondiscrimination Policy Statement.

III. Nondiscrimination Notice

The Town uses the general nondiscrimination policy to reflect the adopted policy and support all activities and services provided by the Town of Wake Forest. See Appendix B, Nondiscrimination Notice.

IV. Equal Employment Opportunity Statement

The Equal Employment Opportunity Statement is included on the Town’s job application forms. See

V. Nondiscrimination Authorities

While Section II introduces legislation connected to Title VI, the following describes applicable legislation in which complaints will be reviewed against.

A. Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000d-4]

Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

B. The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, Sec. 6 (1988), codified as 42 U.S.C. §2000d-4a]

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs, activities, and services of federal aid recipients, subrecipients, and contractors, whether such programs, activities, and services are federally assisted or not.

C. Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324]

The Federal Aid Highway Act of 1973 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

D. Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102]

The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]

The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

F. Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]

Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

G. 23 CFR Part 200

23 CFR Part 200 are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirements for departments of transportation at state and local levels.

H. 49 CFR Part 21

49 CFR Part 21 are administration regulations promulgated by the US Department of Transportation that specify the Title VI implementation requirements for departments of transportation at state and local levels.

I. Executive Order No. 12898

Executive Order No. 12898 regards federal actions to address Environmental Justice in minority populations and low-income populations.

J. Executive Order No. 13166

Executive Order No. 13166 regards the improvement of access to services for persons with limited English proficiency (LEP).

VI. Title VI Staffing and Organization for Implementation

A. Designation of Title VI Coordinator

The Town Manager, as part of the Title VI Program Plan, appoints the Organizational Performance Director as the Title VI Coordinator.

B. Title VI Coordinator

The Title VI Coordinator plays a lead role in the development and implementation of the Title VI Program Plan. The Coordinator provides leadership and guidance to ensure nondiscrimination in Town programs, activities, and services, and promotes the participation of all people regardless of race, color, national origin, sex, age, disability and socioeconomic status.

The Title VI Coordinator has overall program responsibility for Title VI compliance including:

- Processing and researching complaints regarding compliance with the Title VI Program Plan that are received by the Town.
- Identifying and addressing discrimination when found to exist.
- Collecting statistical data of participants in and beneficiaries of Town programs, activities, and services.
- Reviewing and updating the data compilation processes regularly to ensure the data is sufficient to meet the requirements of the Title VI Program Plan.
- Reviewing Town programs, activities, and services receiving federal funds in coordination with Department Liaisons to ensure compliance with Title VI Requirements.
- Soliciting the LEP community annually to identify language assistance needs.

- Providing training programs related to Title VI Requirements for Town staff who are responsible for Title VI compliance, and for contractors or subrecipients who are subject to Title VI Requirements.
- Developing information regarding the Title VI Program Plan for dissemination to the general public and, where appropriate, using the LEP Program to ensure dissemination of the information to affected populations.
- Ensuring all individuals and groups have meaningful access to and awareness of Town programs, activities, and services.
- Identifying deficiencies in compliance with the Title VI Requirements and making recommendations for remedial actions to be taken to promptly resolve such deficiencies.
- Making recommendations on ways to achieve compliance with Title VI Requirements.
- Preparing an annual Title VI Program Plan Report.
- Reviewing and updating the Title VI Program Plan at least every three years to ensure compliance.
- Reviewing surveys, questionnaires, and other outreach material for compliance with Appendix E, Statistical Data Collection Standards, and the Town Communications Plan, a guide for how the Town will sustain its efforts to engage diverse community members.

C. Departmental Liaisons

Department Liaisons are responsible for the day-to-day compliance with the Title VI Program Plan within their departments. The Title VI Coordinator shall keep on file an accurate and updated list of all Department Liaisons. Department Liaisons are responsible for:

- Collecting statistical data regarding participants in and beneficiaries of federally funded programs, activities, and services in accordance with Town Plans and Policies.
- Assisting the Title VI Coordinator in gathering and organizing data for the annual Title VI Program Plan Report.
- Conducting post-grant approval reviews of Town programs, activities, and services (e.g., roadway location, design and relocation, and persons seeking contracts with the Town), for compliance with the Title VI Requirements.
- Notifying Affected Parties of public meetings or hearings regarding a proposed project and ensure that meetings and hearings are accessible to all Affected Parties.

VII. Title VI Program Implementation and Accomplishments

Title VI Program Implementation

- Adoption of the Town of Wake Forest Title VI Program Plan on May 18, 2021, with an effective date of June 1, 2021. Readoption on May 21, 2024 with an effective date of June 1, 2024.
- Designation of Organizational Performance Director as Title VI Coordinator.
- Designation of Departmental Liaisons in every department:
 - Administration

- Communications
- Downtown Development
- Economic Development
- Engineering
- Financial Services
- Fire and Rescue
- Human Resources
- Information Technology
- Inspections/Public Facilities
- Organizational Performance
- Parks, Recreation and Cultural Resources
- Planning
- Police
- Public Works
- Risk Management
- Renaissance Centre
- Wake Forest Power
- A Title VI webpage has been created and added (2021) to the Town of Wake Forest's website: <https://www.wakeforestnc.gov/TitleVI>.
- Published and posted the Town of Wake Forest's Nondiscrimination Notice (2021). See Appendix B and <https://www.wakeforestnc.gov/TitleVI> . This notice is posted at Wake Forest Town Hall, Joyner Park Community Center, Flaherty Park Community Center and Alston Massenburg Community Center.
- The Town of Wake Forest has and will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, and where such discrimination is found to exist, implementing programs or practices to eliminate the discrimination. Programs include, but are not limited to, hiring Minority/Women/Disadvantaged Business Enterprises (DBE) firms, providing translations through the LEP Program, and conducting public outreach and involvement in Town projects.
- The Town of Wake Forest website has, and will continue to maintain, a language translation option that translates all website data into 19 different languages.
- The Town of Wake Forest includes Title VI assurances in Town contracts and grants.
- In accordance with Executive Order No. 13166, the Town has established a LEP Program. Approximately 9.3 of households in Wake Forest primarily speak a language other than English¹. About 4.4% of these residents speak Spanish. Limited English Proficiency households account for .5% of all households. The Town of Wake Forest will review demographic data annually and solicit data from the LEP community to identify language assistance needs within its service areas, utilizing US Census data. At this time, the Town of Wake Forest has implemented the following LEP measures:
 - Translation feature on Town website.
 - Title VI Nondiscrimination Notice (Appendix B) translated into Spanish.
 - Title VI Complaint Form (Appendix D) translated into Spanish.
 - Bus System Map and Schedules translated into Spanish.

¹ 2021 American Community Survey 5-year Estimate

- “Recycle Right” Flyer translated into Spanish.
- “Litter Prevention Messaging” Handout translated into Spanish.
- Renaissance Centre Rental Agreement Form translated into Spanish.
- Billing and Collections Forms translated into Spanish:
 - End Service Request Form
 - Extension Request Form
 - Residential Utility Application
 - Wake Forest Power Prepay Application
 - Transfer Utility Service Request Form
- Title VI Training:
 - Title VI Information and Training was shared with the Town of Wake Forest’s Title VI Departmental Liaisons (Appendix H) and Department Directors through a PowerPoint presentation provided on June 6, 2024.
 - Title VI Information and Training was provided to all Town of Wake Forest staff in June 2024 through a PowerPoint demonstration given by the Title VI Departmental Liaisons. Departmental Liaisons held individual training sessions with their respective teams during the month of June 2024.
 - The Title VI Program Plan is shared with all new employees during their orientation period.
- Events & Programming
 - A Minority and Women-Owned Business Expo was held in March 2024. This expo featured over 30 local minority and women business owners in our community.
 - Training sessions were held for Town staff in December 2023 that focused on Disability Customer Care.
 - Individuals with sensory sensitivities can check out sensory support items, including noise canceling headphones, weighted blankets and fidgets, at several Town events including our Independence Day Celebrations.
 - Assistive listening devices are available for participants/visitors at cultural arts programming.
 - Providing additional lots for Handicap Parking (exceeding ADA requirements).
 - Providing Handicap Accessible Portable Toilets at events.
 - Providing programs and events that are diverse, inclusive and suitable for all demographics.
 - In compliance with the ADA revised regulations of 2010, all programming events and performances meet the regulations for ticketing. Accessible seating is noted on the online ticket buying system with Etix. The seating for all events is marked with signage on chairs designating accessible seating options. Staff follows up with phone calls to all who purchase these tickets to make sure accommodations are met.
 - The teaching artists that provide cultural education instruction are experienced in meeting the adaptive needs of our students and are trained annually on how to offer accommodations for a variety of needs in our students.
 - Cultural arts programming is available to all ages and abilities.
 - The programming of the Public Art Commission continues the partnerships in the historically black neighborhoods of the Northeast Community. Working with community leaders to bring art classes, building murals, outdoor sculptures, free art performances, and the Celebration of the Arts Festival to engage all our citizens and promote these areas with equal accessibility.

- Parks, Recreation & Cultural Resources offered 65 programs to the special needs community.
- Parks, Recreation and Cultural Resources initiated a “Spirit” Wake Forest program that offers specialized programs and inclusion resources for individuals throughout Wake Forest.
- The Town of Wake Forest Human Resources team strives to ensure that our recruitment efforts are reaching a diverse candidate pool:
 - In the period between July 1, 2023, and June 30,2024 , we received 2,178 employment applications and hired 118 people as well as promoted 9 internal applicants for a total of 127.
 - The 127 new hires, 45% self-identified as Caucasian , 20% declined to identify, and 32% identified as being part of a minority racial group.
 - During that same time period, of the 127 new hires, 52% self-identified as male, 14% declined to identify a gender or identified as non-binary, and 34% self-identified as female.
- Multiple opportunities for citizen input are provided through a large variety of ways, including via Engage Wake Forest, workshop surveys, QR codes at events and facilities, survey links on the website, outreach efforts in disadvantaged and affected communities.
- The Town adopted a Housing Affordability Plan in September 2022 to analyze local housing conditions, determine local housing need, explore proven housing affordability strategies, and refine those strategies into practical actions for the Town. [Wake Forest Housing Affordability Plan Adopted September 2022.](#)
- The Town led and continues to lead and fund a Wake Forest Housing Rehab project in which homes in a distressed area of the community are rehabbed to allow residents to continue living there. This funding in FY24 included improvements to six homes in our community.
- The Town entered into a contractual agreement with BAE Urban Economics, Inc. on March 20, 2023, for an Affordable Housing Land Disposition Program. This would provide the framework for selling publicly owned land for the purpose of building affordable housing.
- The Town is continuing discussions with Wake County Housing Authority for potential redevelopment of their sites in the Northeast Community. The Town is also searching for suitable sites for the purpose of providing both owner-occupied and rental affordable housing.
- The Town partners with DHIC to provide housing counseling services and are currently assisting three community members with financial management services.
- Northern Food Security Team, staffed by the Town’s Community Outreach Manager, coordinated community garden and food distribution in the Northeast Community.
- Parks, Recreation and Cultural Resources offers assistance in our Northeast Community with a homework assistance program, summer camps for youth and families, and CPR/First Aid/AED certification classes.
- The Town of Wake Forest’s Purchasing Department has and will continue to maintain the following:
 - A new vendor application that can be completed by anyone interested in receiving notifications for bid requests.
 - Title VI Assurances included in all Town of Wake Forest Contracts (Appendix I).
 - A video highlighted on the Town website on how to “Conduct Business with the Town of

Wake Forest" <https://www.wakeforestnc.gov/finance/purchasing-warehouse/conducting-business-town>.

- The Town of Wake Forest has adopted (by Resolution #90-32) a 10% minority participation goal. This resolution was adopted to encourage the solicitation of minority participation in town projects. It shall be the intention of the Town of Wake Forest to solicit minority participation for the following types of contracts:
 - Building construction or repair - \$30,000 or above.
 - General construction or repair - \$30,000 or above.
 - Professional service contracts - \$30,000 or above.
 - Service Contracts - \$30,000 or more.
 - On-call Engineering Contracts - \$30,000 or above.
 - The solicitation of minority vendors for each of the above contracts shall be documented. In addition, the dollar and percentage amount shall be tracked for each qualifying project. Minority participation shall be solicited from the sending of notices to various minority plan rooms, advertisement on the State of NC Interactive Purchasing System (IPS) and direct contact with minority contractors. Minority participation is encouraged for all town projects.
- Historically Underutilized Business Requirements (HUBSCO)
 - In accordance with N. C. G. S. § 143-128.2 & 143-131(b), the Town of Wake Forest is required to solicit and document its efforts to obtain minority participation for formal and informal building contracts covered under the statutes. Within 30 days of a building project being completed (either by formal or informal range), the Purchasing Manager or designee is required to submit a report to the Office of Historically Underutilized Business detailing the project, the solicitation of minority participation and the amount of minority participation used for the project.
- The Town's Parks, Recreation and Cultural Resources Department offers an athletics fee assistance program to low-income families.

VIII. Title VI Program Goals for the Upcoming Fiscal Year

- Ensure that the Nondiscrimination Notice (Appendix B) and the Nondiscrimination Policy Statement (Appendix A) is included in all adopted Town of Wake Forest plans and program documents.
- Statistical data on Affected Parties will be compiled by each Department Liaison and provided to the Title VI Coordinator. See Appendix E for data collections requirements.
- Required annual training will be made available to all Department Heads, Department Liaisons, and Town staff.
- Staff will continue to monitor and evaluate the Town's efforts based on requests for LEP assistance and adjust or change as needed.
- Continuation of One-on-One meetings between the Title VI Coordinator and Departmental Liaisons to explore additional opportunities to provide an environment of equity and access in our delivery of services.
- Train Departmental Liaisons on how to use the Title VI Affected Populations Map to identify populations that may be impacted by specific projects or programs.
- Work with Human Resources Department to train new hires on Title VI regulations.
- Implement recommendations included within the Town's plans (Community Plan, Northeast Neighborhood Plan, Affordable Housing Plan) that focus on diversity, equity and inclusion

- programs.
- Continued conversion of Town forms into Spanish.

IX. Complaint Report

The Town of Wake Forest received no Title VI complaints, investigations, or lawsuits between the time of Plan adoption and the end of the 2024 fiscal year (June 30, 2024).

X. Complaint Process

The Title VI Coordinator is responsible for processing discrimination complaints filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws. Participants and beneficiaries of programs, activities, and services administered or funded by the Town of Wake Forest who feel they have been discriminated against based on race, color, national origin, limited English language proficiency, income-level, sex, sexual orientation, gender identity or expression, age, or disability have a right to file a complaint. Complaints of alleged discrimination will be investigated by the appropriate authority.

Note: Religion is only covered under NCDOT's Right of Way Program (Fair Housing), and programs funded by the Federal Aviation Administration (FAA) or Federal Transit Administration (FTA).

A. Filing of Complaints

- **Applicability:** These complaint procedures apply to Town of Wake Forest programs, activities, and services. Note: Title VI does not include internal complaints related to Equal Employment Opportunity (EEO).
- **Eligibility:** Any person or class of persons who believes they have been subjected to discrimination based on race, color, national origin, limited English language proficiency, income level, sex, pregnancy, sexual orientation, gender identity or expression, age, National Guard or veteran status, or disability (and religion, where applicable) may file a written complaint with the Town of Wake Forest's Title VI Coordinator.
- **Filing Options and Time Limits:** Complaints may be filed by the affected individual(s) or a representative and should be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination,
 - The date when the person(s) became aware of the alleged discrimination, or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities. (Note: agency names and addresses as of January 2021 and are subject to change).

Agency	Contact Information
Town of Wake Forest	Title VI Coordinator 301 South Brooks Street Wake Forest, NC 27587 Phone: 919-435-9415
North Carolina Department of Transportation	Office of Civil Rights External Civil Rights 1511 Mail Service Center Raleigh, NC 27699-1511 Phone: 919-508-1808 or toll-free 800-522-0453
US Department of Transportation	Departmental Office of Civil Rights External Civil Rights Programs Division 1200 New Jersey Avenue, SE Washington, DC 20590 Phone: 202-366-4648
Federal Highway Administration	Office of Civil Rights 1200 New Jersey Avenue, SE 8th Floor, E81-105 Washington, DC 20590 Phone: 202-366-0693
Federal Highway Administration	North Carolina Division Office 310 New Bern Avenue, Suite 410 Raleigh, NC 27601 Phone: 919-747-7010
Federal Transit Administration	Office of Civil Rights ATTN: Complaint Team East Bldg. 5th Floor – TCR 1200 New Jersey Avenue, SE Washington, DC 20590
Federal Motor Carrier Safety Administration	Office of Civil Rights 1200 New Jersey Avenue, SE Washington, DC 20590 Phone: 202-366-8810
Federal Aviation Administration	Office of Civil Rights 800 Independence Avenue, SW Washington, DC 20591 Phone: toll-free 888-954-8688
US Department of Justice	US Department of Justice Civil Rights Division 950 Pennsylvania Avenue, NW Office of Assistant Attorney General, Main Washington, DC 20530 Phone: 202-514-3847

B. Complaint Receipt and Response

- The Title VI Coordinator will provide written acknowledgement via registered mail of your complaint within ten (10) calendar days.
- The Town will review your complaint upon receipt to ensure the required information was

provided, the complaint was timely filed, and jurisdictional requirements were met.

- If the complaint is complete and no additional information is needed, the Title VI Coordinator will send you a letter of acceptance as well as a Complainant Consent/Release Form.
- If the complaint is incomplete, you will be contacted in writing to obtain the needed information. Note: Failure to respond and/or provide the requested information within fifteen (15) calendar days may be considered good cause for a determination of no investigative merit.
- Within fifteen (15) calendar days of receiving your complaint, the Town will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) days of this decision, the Town will notify you and Respondent (the person(s) against whom you have filed the complaint) via registered mail, stating the decision.
 - If the decision is not to investigate the complaint, the notification shall specifically state the reasons for the decision.
 - If the decision is to investigate the complaint, the notification shall state the grounds of the Town's jurisdiction and require the complainant's full cooperation in assisting the investigator.
 - Interviews may be recorded during the investigation. Consent to record may be required if the interviewee is located outside of North Carolina.
- The Town will attempt to resolve all discrimination complaints within sixty (60) days of accepting the complaint for investigation. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and the Town staff may be utilized for resolution.
 - If a party is not satisfied with the results of the investigation or the resolution of the complaint, the party may appeal the decision to the Town Manager. The Title VI's decision will be upheld unless the Town Manager finds that it constitutes an abuse of discretion.
 - Following the appeal decision, the Town Manager shall inform the Complainant of the right to file a complaint directly with the Department of Justice by filling out their complaint form or calling the Title VI Hotline: 1-888-TITLE-06. The appeal must be filed by the deadline established by the Department of Justice.

Appendix A. Nondiscrimination Policy Statement

It is the policy of the Town of Wake Forest to ensure that no person shall, on the grounds of race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of Wake Forest program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the Town of Wake Forest to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, access to Town-owned or operated facilities, financial aid, or other program benefit without good cause.
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program.
- Subjecting a person to segregation or separate treatment in any part of a program.
- Restricting in the enjoyment of any advantages, privileges, or other benefits enjoyed by others.
- Denying an individual access to Town facilities.
- Applying different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities.
- Using acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.
- Allowing discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

Appendix B. Nondiscrimination Notice

The Town of Wake Forest, pursuant to its policy to comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level, under any programs, activities, and services conducted or funded by the Town of Wake Forest.

Any person who believes they have, individually or as a member of any specific class of persons, been wronged by a discriminatory act (action or inaction) of the Town of Wake Forest or its funding recipients, has the right to file a complaint with the Town of Wake Forest. Complaints may be filed by the affected individual(s) or a representative and should be filed no later than one hundred eighty (180) calendar days after the following:

- The date of the alleged act of discrimination,

- The date when the person(s) became aware of the alleged discrimination, or
- Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

All complaints should be signed and include contact information. You may file a written complaint with the Town of Wake Forest Title VI Coordinator at 301 South Brooks Street, Wake Forest NC 27587 or call 919-435-9415. For instructions on how to file a complaint or additional information regarding the Town of Wake Forest's nondiscrimination obligations, please visit <https://www.wakeforestnc.gov/TitleVI> or contact:

Town of Wake Forest
 ATTN: Lisa Hayes, Organizational Performance Director
 301 South Brooks Street
 Wake Forest, NC 27587-2901
 Phone: 919-463-9415
 Email: lhayes@wakeforestnc.gov

Anyone with a hearing or speech impairment may use Relay NC, a telecommunications relay service, to call the Town of Wake Forest. Relay NC can be accessed by dialing 711 or 1-877-735-8200.

ATTENTION: If you speak a language other than English, the following language assistance services are available to you, free of charge. Qualified interpreters and information written in other languages. Call 1-800-522-0453.

El Town of Wake Forest, conforme a su política de cumplimiento con el Título VI de la ley de Derechos Civiles del 1964 y otras autoridades pertinentes no discriminatorias, no excluirá de participación en, o negará beneficios de, o será sujeto a discriminación a ninguna persona basado en su raza, color, religión, dominio limitado del inglés, sexo, estatus matrimonial, estatus familiar, origen nacional, edad, incapacidad mental o física, orientación sexual, identificación de género, o nivel de ingreso, bajo ningún programa, actividades y servicios dirigidos o fundados por el Town of Wake Forest.

Cualquier persona que entienda ha sido, individualmente o como miembro de cualquier clase específica de persona, afectado por un acto discriminatorio (acción o inacción) por el "Town of Wake Forest" o sus destinatarios financiados, tiene el derecho de presentar una queja con el "Town of Wake Forest". Las quejas escritas pueden ser sometidas por el individuo(s) afectado o un representante dentro de 180 días calendario luego de lo siguiente:

- La Fecha de la alegada discriminación,
- La fecha cuando la persona (s) se percata de la alegada discriminación,
- Donde ha habido un curso de conducta continuo, la fecha en la cual la conducta a descontinuado o la última instancia de la conducta.

Toda queja escrita debe incluir firma e información de contacto. Usted puede presentar una queja escrita a la dirección 301 South Brooks Street, Wake Forest NC 27587, dirigido al "Town of Wake Forest Title VI Coordinator" o llamar al (919)-435-9415. Para más información e instrucciones de como presentar una queja relacionado con las obligaciones no discriminatorias del Town of Wake Forest, puedes visitar www.wakeforenstnc.gov/TitleVI o contactar:

Town of Wake Forest
ATTN: Lisa Hayes, Organizational Performance Director
301 South Brooks Street
Wake Forest, NC 27587-2901
Phone: 919-463-9415
Email: lhayes@wakeforestnc.gov

Personas con discapacidad auditiva o del habla pueden utilizar los Servicios “Relay NC telecommunications relay service”, para llamar al Town of Wake Forest. Puedes acceder al servicio llamando al 711 o 1-877-735-8200.

ATENCION: Si habla un idioma distinto del inglés, los siguientes servicios de asistencia de idiomas están disponibles para usted, de forma gratuita. Intérpretes cualificados e información escrita en otros idiomas. Llame al 1-800-522-0453.

Appendix C. Equal Employment Opportunity Statement

The Town of Wake Forest is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, military status, veteran status, sexual orientation, genetic information, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

Appendix D. Complaint Form

The Title VI Coordinator has the responsibility of addressing Title VI/Civil Rights inquiries and complaints against the Town of Wake Forest. The form is located online at <https://www.wakeforestnc.gov/TitleVI>.

Appendix E. Statistical Data Collection Standards

Standards for statistical data collection are as follows:

A. Surveys

All digital and hard copy surveys shall include the following questions:

Question	Responses
Select if you rent or own:	<ul style="list-style-type: none"> • Rent • Own • Prefer not to answer
Do you have a disability?	<ul style="list-style-type: none"> • Yes • No • Prefer not to answer
Select the gender you identify with:	<ul style="list-style-type: none"> • Male • Female • Non-binary • Prefer not to answer
Select your age:	<ul style="list-style-type: none"> • Under 18 • 18-24 • 25-34 • 35-44 • 45-54 • 55-64 • 65-74 • 75 or older • Prefer not to answer
How well do you speak English?	<ul style="list-style-type: none"> • Very well • Well • Okay • Very little • Not at all • Prefer not to answer
Which category best describes you?	<ul style="list-style-type: none"> • White (e.g., German, Irish, English, Italian, Polish, French, etc.) • Hispanic, Latino or Spanish origin (e.g., Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian, etc.) • Black or African American (e.g., African American, Jamaican, Haitian, Nigerian, Ethiopian, Somalian, etc.) • Asian (e.g., Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese, etc.)

Question	Responses
	<ul style="list-style-type: none"> • American Indian or Alaska Native (e.g., Navajo nation, Blackfeet tribe, Mayan, Aztec, Native Village or Barrow Inupiat Traditional Government, Nome Eskimo Community, etc.) • Middle Eastern or North African (e.g., Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian, etc.) • Native Hawaiian or Other Pacific Islander (e.g., Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, etc.) • Some other race, ethnicity or origin • Prefer not to answer
<p>What language do you speak at home? (open-ended)</p>	
<p>Select your highest level of education attainment:</p>	<ul style="list-style-type: none"> • Some high school • High school graduate • Some college • Associate degree • Bachelor's degree • Master's degree or higher • Prefer not to say
<p>What is your approximate annual household income?</p>	<ul style="list-style-type: none"> • Less than \$12,000 • \$12,000 - \$19,999 • \$20,000 - \$30,999 • \$31,000 - \$46,999 • \$47,000 - \$69,999 • \$70,000 - \$93,999 • \$94,000 - \$117,999 • \$118,000 or greater • Prefer not to answer
<p>How did you hear about this survey?</p>	<ul style="list-style-type: none"> • Email • Mail • Social media • Newsletter • Flyer • Phone banking • Project website • Friend/Neighbor told me about it • Community organization leader told me about it • Other

Question	Responses
	<ul style="list-style-type: none"> • Prefer not to answer

B. Methods for Identifying Affected Populations

The Town of Wake Forest Planning Department has developed a Title VI Affected Populations Map Application that allows Town staff to better identify populations that may be impacted by specific projects or programs. The Town will continue to explore methods for identifying affected populations and update after each decennial census.

Appendix F. Title VI Nondiscrimination Agreement between the NCDOT and the Town of Wake Forest

**TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
THE TOWN OF WAKE FOREST**

In accordance with DOT Order 1050.2A, the Town of Wake Forest assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, religion, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the Town of Wake Forest .

Further, the Town of Wake Forest hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Town Manager of the organization.
2. Issue a policy statement, signed by the Town Manager of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public, and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of the Town Manager.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.



Authorized Signature
6/3/21

Date

Kip Padgett
Town Manager

Appendix G. Resolution of Adoption of Town of Wake Forest Title VI Program Plan

RESOLUTION 2021-80

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST TO ADOPT THE TOWN OF WAKE FOREST TITLE VI PROGRAM PLAN

WHEREAS, it is the express policy of the Town of Wake Forest that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving federal funds on the grounds of race, color, national origin, sex, age, disability, or income, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166; and

WHEREAS, the Town further affirms that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town program or activity, whether those programs, activities and services are federally funded or not, on the grounds of race, color, religion, limited English proficiency, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or income-level; and

WHEREAS, it is the policy of the Wake Forest Board of Commissioners to assure affirmative compliance with Title VI of the 1964 Civil Rights Act and its related statutes; and

WHEREAS, throughout the years, additional regulations, statutes, directives, cases, and executive orders have been passed which expand the breadth of Title VI.

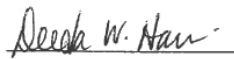
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Wake Forest adopts the Town of Wake Forest Title VI Program Plan with an effective date of June 1, 2021.

Motion by: Adam Wright

Second by: Bridget Wall-Lennon

Mayor: 

ATTEST:


Town Clerk

Appendix H. Town of Wake Forest Title VI Department Liaison Listing

Town of Wake Forest Title VI Departmental Liaisons

Revised May 2024

Department	Liaison
Administration/Budget	Ben Blevins Budget & Performance Analyst
Communications	Bill Crabtree Communications Director
Downtown Development	Jennifer Herbert Downtown Development Director
Economic Development	Monique Wilkins Economic Development Manager
Engineering	Allison Snyder Assistant Town Manager
Financial Services	Julian Prosser Accountant
Fire & Rescue	Ed Barrett Battalion Chief
Human Resources	Mitzi Franklin Benefits & Compensation Manager
Inspections/Public Facilities	Mickey Rochelle Facilities Director
Information Technology	Adam Oates Chief Information Officer
Organizational Performance	Lisa Hayes Organizational Performance Director
Parks, Recreation & Cultural Resources	Monica Lileton Recreation Program Manager
Planning	Brad West Long Range Planning Manager
Police	Julius Jefferson Captain
Public Works	Jeannette Johnson Sustainability Director Tim Bailey Public Works Director
Renaissance Centre	Debra Horton Center Specialist

Risk Management	Ben Naprstek Safety and Risk Manager
Wake Forest Power	Chris Terrell Electric Utility Director

Appendix I. Town of Wake Forest Contracts

Consultant Contract



TOWN of WAKE FOREST

CONTRACT FOR _____ *descriptive title*]

This contract is made and entered into as of the ___ day of _____, 20____, by the Town of Wake Forest ("Town") and INSERT NAME HERE ("Consultant"), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. *[insert short description]*

Sec. 2. Services and Scope to be Performed. The Consultant shall *[state the services and scope to be provided.]* In this contract, "Work" means the services that the Consultant is required to perform pursuant to this contract and all of the Consultant's duties to the Town that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Contract Duration. This duration of this contract shall be (State the amount of time the contract is valid and/or a start and completion date for the contract.)

Sec. 4. Complete Work without Extra Cost. Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Compensation. The Town shall pay the following amount to the Consultant for the Work as described in Section 2: *[Put the amount the contract is for and the payment terms]* The Town shall not be obligated to pay the Consultant any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Consultant's Billings to Town. The Consultant shall submit an invoice once job is completed or at

designated times during the course of completing a job. Once the invoice is submitted and approved by the appropriate department the terms will be **Net 30 days**. The terms may only be changed by written consent of the Finance Director.

Sec. 7. Insurance. Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000
General Liability	\$1,000,000
Automobile Liability	\$500,000
Professional Liability (E & O) (If Required)	\$1,000,000

Contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction, or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract. The Town shall be listed as **certificate holder and** named as an **additional insured** under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a **Drug-Free Workplace Program** is in place and that drivers meet **DOT/CDL licensing** requirements, if requested.

Sec. 8. Performance of Work by Town. If the Consultant fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: *[Insert title of attachment]*

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

<u>To the Town:</u>	<u>To the Consultant:</u>
---------------------	---------------------------

(b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

Sec. 11. Indemnification. To the extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant.

Sec. 12. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Standard Terms and Conditions. The Town of Wake Forest's Standard Terms and Conditions listed at https://www.wakeforestnc.gov/sites/default/files/uploads/towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town"). Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

SEC. 13. Title VI.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so

certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SEC. 14. Pre-Audit.

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

 (Signature of Finance Officer)
 Town of Wake Forest
 301 S. Brooks Street
 Wake Forest, NC 27587

SEC. 15. Contract Monitoring.

Staff member responsible for monitoring the contract performance requirement is:

Name and Title: _____ Department Head Initials _____

IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:

CONSULTANT:

By: _____

By: _____

Printed

Printed

Witnessed by:

Witnessed by:

Name

Name

Printed

Printed

(SEAL)

(SEAL)



TOWN of
WAKE FOREST

CONTRACT FOR _____descriptive title]

This contract is made and entered into as of the ___ day of _____, 20____, by the Town of Wake Forest ("Town") and INSERT NAME HERE ("Contractor"), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. *[insert short description]*

Sec. 2. Services and Scope to be Performed. The Contractor shall *[state the services and scope to be provided]*. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the Town that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Contract Duration. This duration of this contract shall be (State the amount of time the contract is valid and/or a start and completion date for the contract.)

Sec. 4. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Compensation. The Town shall pay the following amount to the Contractor for the Work as described in Section 2: *[Put the amount the contract is for and the payment terms]* The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Contractor's Billings to Town. The contractor shall submit an invoice once job is completed or at designated times during the course of completing a job. Once the invoice is submitted and approved by the appropriate department the terms will be **Net 30 days**. The terms may only be changed by written consent of the Finance Director.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000
General Liability	\$1,000,000
Automobile Liability	\$500,000

Professional Liability (E & O) \$1,000,000
(If Required)

Contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract. The Town shall be listed as **certificate holder and** named as an **additional insured** under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a **Drug-Free Workplace Program** is in place and that drivers meet **DOT/CDL licensing** requirements, if requested.

Sec. 8. Performance of Work by Town. If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: *[Insert title of attachment]*

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given by either personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

To the Contractor:

(b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

Sec. 11. Indemnification. To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

Sec. 12. Miscellaneous.

(c) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(d) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(i) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(j) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES 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 CITY CONTRACTS.

(k) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
(2) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

(l) E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Contractor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Standard Terms and Conditions. The Town of Wake Forest's Standard Terms and Conditions listed at: <https://www.wakeforestnc.gov/sites/default/files/uploads/residents/finance/towf-standard-terms-and-conditions-final.pdf> will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town"). Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

SEC. 13. Title VI.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (c) withholding of payments to the contractor under the contract until the contractor complies, and/or

(d) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SEC. 14. Pre-Audit.

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

(Signature of Finance Officer)
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

SEC. 15. Contract Monitoring.

Staff member responsible for monitoring the contract performance requirement is:

Name and Title: _____ Department Head
Initials

IN WITNESS WHEREOF, the Town of Wake Forest and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:

CONTRACTOR:

By: _____

By: _____

Printed

Printed

Witnessed by:

Witnessed by:

Name

Name

Printed

Printed

(SEAL)

(SEAL)



TOWN of
WAKE FOREST

CONTRACT FOR _____descriptive title]

This contract is made and entered into as of the ___ day of _____, 20____, by the Town of Wake Forest ("Town") and INSERT NAME HERE ("Consultant"), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. *[insert short description]*

Sec. 2. Services and Scope to be Performed. The Consultant shall *[state the services and scope to be provided.]* In this contract, "Work" means the services that the Consultant is required to perform pursuant to this contract and all of the Consultant's duties to the Town that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Contract Duration. This duration of this contract shall be (State the amount of time the contract is valid and/or a start and completion date for the contract.)

Sec. 4. Complete Work without Extra Cost. Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Compensation. The Town shall pay the following amount to the Consultant for the Work as described in Section 2: *[Put the amount the contract is for and the payment terms]* The Town shall not be obligated to pay the Consultant any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Consultant's Billings to Town. The Consultant shall submit an invoice once job is completed or at designated times during the course of completing a job. Once the invoice is submitted and approved by the appropriate department the terms will be **Net 30 days**. The terms may only be changed by written consent of the Finance Director.

Sec. 7. Insurance. Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000
General Liability	\$1,000,000
Automobile Liability	\$500,000

Professional Liability (E & O) \$1,000,000
(If Required)

Contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract. The Town shall be listed as **certificate holder and** named as an **additional insured** under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a **Drug-Free Workplace Program** is in place and that drivers meet **DOT/CDL licensing** requirements, if requested.

Sec. 8. Performance of Work by Town. If the Consultant fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: *[Insert title of attachment]*

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

To the Consultant:

(b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

Sec. 11. Indemnification. To the extent permitted by law, the Consultant agrees to pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant.

Sec. 12. Miscellaneous.

(e) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor

removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(f) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(l) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(m) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(n) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
(3) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Standard Terms and Conditions. The Town of Wake Forest's Standard Terms and Conditions listed at https://www.wakeforestnc.gov/sites/default/files/uploads/towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town"). Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

SEC. 13. Title VI.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

(e) withholding of payments to the contractor under the contract until the contractor complies, and/or

(f) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

SEC. 14. Pre-Audit.

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

(Signature of Finance Officer)
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

SEC. 15. Contract Monitoring.

Staff member responsible for monitoring the contract performance requirement is:

Name and Title: _____ Department Head Initials _____

IN WITNESS WHEREOF, the Town of Wake Forest and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF WAKE FOREST:

CONSULTANT:

By: _____

By: _____

Printed

Printed

Witnessed by:

Witnessed by:

_____ Name	_____ Name
_____ Printed	_____ Printed
(SEAL)	(SEAL)

Appendix J. Service Area Population Characteristics

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

RACE AND ETHNICITY

The following table was completed using data from American Community Survey Data, Census

Table DP05, ACS Demographics and Housing Estimates 2022:

Race and Ethnicity	Number	Percent
Total Population	48,047	100
White	33,379	69.5
Black or African American	8,647	18
American Indian or Alaska Native	38	.01
Asian	1,098	2.3
Native Hawaiian and Other Pacific Islander	0	0
Some other Race	1,384	2.9
Two or More Races	3,501	7.3
HISPANIC OR LATINO (of any race)	3,781	7.9
Mexican	1,289	2.7
Puerto Rican	1,110	2.3
Cuban	309	.06
Other Hispanic or Latino	1,073	2.2

AGE AND SEX

The following table was completed using data from American Community Survey Data, Census Table S0101, Age Groups and Sex 2022:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	48,047	23,215	24,832	100%	48.3	51.7
Under 5 years	3,461	1,659	1,802	7.2	7.1	7.3
Under 18 years	13,146	6,411	6,735	27.4	27.6	27.1
18 to 64 years	22,663	11,637	12,828	47.1	50.1	51.6
65 years and over	8,777	3,508	5,269	18.3	15.2	21.35
Median Age	39	37.9	40			

DISABILITY

The following table was completed using data from American Community Survey Data Census Table

S1810, Disability Characteristics 2022:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	47,800	478	4398	873	9.2	1.8
Population under 5 years	3,461	669	0	29	0	1.2
Population 5 to 17 years	9,685	921	644	197	6.6	2.1
Population 18 to 64 years	28,718	1,987	2,255	992	13.9	4.1
Population 65 years and over	5,936	1,165	1,499	528	23.1	6.1
SEX						
Male	23,108	761	2,721	852	11.8	3.6
Female	24,692	768	1,677	300	6.8	1.2
RACE AND HISPANIC OR LATINO ORIGIN						
White	33,246	1,705	2,674	505	8	1.4
Black or African American	8,622	1,779	1,389	774	16.1	6.7
American Indian and Alaska Native	38	32	0	29	0	55
Asian	1,057	439	71	65	6.7	5.8
Native American and Other Pacific Islander	0	29	0	29	-	-
Some other Race	1,384	500	145	119	10.5	8.1
Two or more races	3,453	1,011	119	104	3.4	2.9
Hispanic or Latino	3,733	818	282	149	7.6	3.8

POVERTY

The following table was completed using data from American Community Survey Data ,Census

Table S1701, Poverty Status in the Past 12 Months 2022:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined						
AGE						
Under 18	13,029	945	363	173	2.8	1.4
18 to 64	28,344	1,003	915	290	3.2	1
65 years and over	5,936	734	151	88	2.5	1.5
SEX						
Male	22,918	770	658	305	2.9	1.3
Female	24,391	773	771	232	3.2	1.0
RACE AND HISPANIC OR LATINO ORIGIN						
White	32,831	1,687	950	382	2.9	1.2
Black or African American	8,548	1,783	209	114	2.4	1.5
American Indian and Alaska Native	38	32	0	29	0	55
Asian	1,095	459	96	79	8.8	6.9
Native American and Other Pacific Islander	0	29	0	29	-	-
Some other Race	1,371	489	154	178	11.2	12.7
Two or more races	3,426	1,065	20	19	.6	.6
Hispanic or Latino	3,710	791	317	197	8.5	5.5
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	633	291				
125 percent of poverty level	2,139	644				
150 percent of poverty level	3,846	1,018				
185 percent of poverty level	5,579	1,265				
200 percent of poverty level	6,084	1,283				

HOUSEHOLD INCOME

The following table was completed using data from American Community Survey Data, Census

Table S1901, Income in the Past 12 Months (In 2022 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	16,811	847
Less than \$10,000	1%	.5
\$10,000 to \$14,999	1.4%	.8
\$15,000 to \$24,999	4.2%	1.3
\$25,000 to \$34,999	3.1%	1.0
\$35,000 to \$49,999	7.2%	1.9
\$50,000 to \$74,999	15.6%	2.8
\$75,000 to \$99,999	9.6%	1.8
\$100,000 to \$149,999	24.1%	3.4
\$150,000 to \$199,999	13.6%	2.5
\$200,000 or more	20.4%	2.6
Median income (dollars)	115,159	3,699
Mean income (dollars)	132,350	6,008

LIMITED ENGLISH PROFICIENCY POPULATIONS

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	• 44,586	• +/- 811	• 100%	• (X)
Speak only English	• 40,436	+/- 1,057	• 90.7%	+/-1.9 %
Spanish:	• 1,978	+/- 520	• 4.4%	+/- 1.2%
Other Indo-European:	• 1,128	+/- 487	• 2.5%	+/-1.1 %

Appendix K. American Community Survey Data, Language Spoken at Home

Table: ACSST5Y2022.S1601

Wake Forest town, North Carolina				
	Total		Percent	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	44,586	±811	(X)	(X)
Speak only English	40,436	±1,057	90.7%	±1.9
Speak a language other than English	4,150	±854	9.3%	±1.9
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	1,978	±520	4.4%	±1.2
5 to 17 years old	469	±241	1.1%	±0.5
18 to 64 years old	1,245	±376	2.8%	±0.8
65 years old and over	264	±144	0.6%	±0.3
Other Indo-European languages	1,128	±487	2.5%	±1.1
5 to 17 years old	35	±47	0.1%	±0.1
18 to 64 years old	975	±427	2.2%	±1.0
65 years old and over	118	±110	0.3%	±0.2
Asian and Pacific Island languages	644	±305	1.4%	±0.7
5 to 17 years old	83	±59	0.2%	±0.1
18 to 64 years old	501	±293	1.1%	±0.7
65 years old and over	60	±41	0.1%	±0.1
Other languages	400	±334	0.9%	±0.7
5 to 17 years old	58	±93	0.1%	±0.2
18 to 64 years old	342	±265	0.8%	±0.6
65 years old and over	0	±29	0.0%	±0.1
CITIZENS 18 YEARS AND OVER				

Table: ACSST5Y2022.S1601

	Percent of specified language speakers			
	Speak English only or speak English "very well"		Percent speak English only or speak English "very well"	
Label	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	43,733	±810	98.1%	±0.8
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	3,297	±664	79.4%	±7.0
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	1,403	±325	70.9%	±10.5
5 to 17 years old	428	±223	91.3%	±10.5
18 to 64 years old	751	±231	60.3%	±13.9
65 years old and over	224	±135	84.8%	±16.8
Other Indo-European languages	1,046	±459	92.7%	±9.3
5 to 17 years old	35	±47	100.0%	±57.3
18 to 64 years old	909	±414	93.2%	±10.5
65 years old and over	102	±106	86.4%	±27.7
Asian and Pacific Island languages	448	±244	69.6%	±14.9
5 to 17 years old	57	±43	68.7%	±40.4
18 to 64 years old	353	±240	70.5%	±15.8
65 years old and over	38	±35	63.3%	±38.3
Other languages	400	±334	100.0%	±10.1
5 to 17 years old	58	±93	100.0%	±44.5
18 to 64 years old	342	±265	100.0%	±11.7
65 years old and over	0	±29	-	**
CITIZENS 18 YEARS AND OVER				

Table: ACSST5Y2022.S1601

Label	Speak English less than "very well"		Percent speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	853	±377	1.9%	±0.8
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	853	±377	20.6%	±7.0
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	575	±306	29.1%	±10.5
5 to 17 years old	41	±55	8.7%	±10.5
18 to 64 years old	494	±262	39.7%	±13.9
65 years old and over	40	±45	15.2%	±16.8
Other Indo-European languages	82	±109	7.3%	±9.3
5 to 17 years old	0	±29	0.0%	±57.3
18 to 64 years old	66	±100	6.8%	±10.5
65 years old and over	16	±34	13.6%	±27.7
Asian and Pacific Island languages	196	±122	30.4%	±14.9
5 to 17 years old	26	±41	31.3%	±40.4
18 to 64 years old	148	±97	29.5%	±15.8
65 years old and over	22	±27	36.7%	±38.3
Other languages	0	±29	0.0%	±10.1
5 to 17 years old	0	±29	0.0%	±44.5
18 to 64 years old	0	±29	0.0%	±11.7
65 years old and over	0	±29	-	**
CITIZENS 18 YEARS AND OVER				

Table: ACSST5Y2022.S1601

Wake Forest town, North Carolina				
Total			Percent	
Label	Estimate	Margin of Error	Estimate	Margin of Error
All citizens 18 years old and over	33,859	±970	(X)	(X)
Speak only English	31,130	±1,089	91.9%	±1.7
Speak a language other than English	2,729	±571	8.1%	±1.7
Spanish	1,240	±319	3.7%	±1.0
Other languages	1,489	±461	4.4%	±1.4

Table: ACSST5Y2022.S1601

Percent of specified language speakers				
Speak English only or speak English "very well"			Percent speak English only or speak English "very well"	
Label	Estimate	Margin of Error	Estimate	Margin of Error
All citizens 18 years old and over	33,479	±1,024	98.9%	±0.7
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	2,349	±498	86.1%	±7.8
Spanish	944	±208	76.1%	±13.2
Other languages	1,405	±466	94.4%	±4.9

Table: ACSST5Y2022.S1601

Label	Speak English less than "very well"		Percent speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error
All citizens 18 years old and over	380	±240	1.1%	±0.7
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	380	±240	13.9%	±7.8
Spanish	296	±211	23.9%	±13.2
Other languages	84	±75	5.6%	±4.9

