**Public Agenda**

"The Yadkin County Board of Commissioners asks its members and citizens to conduct themselves in a respectful, courteous manner, both with the Board and fellow citizens. At any time, should any member of the Board or any citizen fail to observe this public charge, the Chairman will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chairman will recess the meeting until such time that a genuine commitment to the public charge is observed. As a courtesy to others, please turn off cell phones during the meeting."

<table>
<thead>
<tr>
<th>NO.</th>
<th>TIME</th>
<th>ITEM</th>
<th>PRESENTER</th>
<th>PAGE</th>
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<tbody>
<tr>
<td>I.</td>
<td></td>
<td>Invocation</td>
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<tr>
<td>II.</td>
<td>9:00am</td>
<td>Call to Order</td>
<td>Chairman Austin</td>
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<tr>
<td>III.</td>
<td>9:01am</td>
<td>Pledge of Allegiance</td>
<td>Chairman Austin</td>
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<tr>
<td>IV.</td>
<td>9:05am</td>
<td>Adjustments/Adoption of Agenda</td>
<td>The Board</td>
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<td>V.</td>
<td>9:10am</td>
<td>Public Comments</td>
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<td><strong>Special Note:</strong> The public is asked to limit comments to no more than 5 minutes. Comments must be made in a civil and calm manner. There is a limit of no more than 2 speakers “for” and 2 speakers “against” any particular issue, but the issue must relate to matters that are within the authority or jurisdiction of the Board of Commissioners. Comments must be made to the Board as a whole and not towards Commissioners individually. Any issue requiring an actual vote of the Board may not be considered, at the earliest, until the next Regular Meeting. Finally, the Board may vote to amend these rules under unique circumstances.</td>
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<tr>
<td>VI.</td>
<td>9:15am</td>
<td>Approval of Minutes:</td>
<td>The Board</td>
<td>4</td>
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<td></td>
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<td>January 10, 2022 – Special Session</td>
<td></td>
<td>5</td>
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<td></td>
<td>January 10, 2022 – Closed Session</td>
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<td>6-13</td>
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<td></td>
<td>January 24, 2022 – Regular Session</td>
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<td>14-16</td>
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<td>January 24, 2022 – Closed Session</td>
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<tr>
<td>VII.</td>
<td>9:20am</td>
<td>Reports/Requests of the Board:</td>
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<td>17-19</td>
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<td></td>
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<td>1) Review Preferred Alternative for Watershed Rehabilitation.</td>
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<td>VIII.</td>
<td>9:30am</td>
<td>Consent Agenda:</td>
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</table>
1) Budget Amendments for:
   a) Cooperative Extension/4-H Awards.
   b) Human Services/Medical Clinic.
2) Approve Smart Start Child Care Health Consultation Grant Application.
3) Approve Latham’s Custom Fence Contract for Automatic Gate at the Yadkin County Park.
6) Approve Sanpro Medical Waste Disposal Contract.

IX. 9:35am Public Hearing/Action to Set Public Hearing:
** Special Note: Comments are limited to 15 minutes ‘for’ and 15 minutes ‘against’ any one issue with an additional 15 minutes for administrative discussion.
1) None.

X. 9:35am Board Action:
1) Authorize Applying for a NC Division of Soil & Water Grant.

County Manager, Lisa Hughes

XI. 9:40am Calendar Notes:
1) April 15, 2022 – County Offices Closed for Good Friday.

County Manager, Lisa Hughes

XII. 9:45am Manager’s Reports / Board Action:
1) None.

County Manager, Lisa Hughes

XIII. 9:45am Manager’s Budget Amendments & Contracts / No Action Required:
1) Human Services Care Manager Funds Transfer ($500).
2) Human Services DSS Funds Transfer ($658).
3) Human Services Health Funds Transfer ($415).

County Manager, Lisa Hughes

XIV. 9:50am Board Vacancies/Appointments:
1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Advisory Committee.
2) Review Aging Planning Committee Members.
3) Appointment to JCPC.

Clerk, Tanya Gentry
XV. 10:00am **Commissioner Comments**
(Commissioner Hemric went first last time)

XVI. 10:05am **Recess**
(Time may vary at discretion of Chairman Austin)

**CLOSED SESSION**
Pursuant to NCGS 143-318.11(a)(i)(3)(4)(5)(6) to discuss Personnel Matters and to Protect Personnel Information that is Confidential under NCGS 153A-98, and to discuss the potential Location or Expansion of Industries or other Businesses in the County, to Establish the County’s Negotiating Position for Acquiring Real Property and to Instruct the County Staff on that Position, and to have a Privileged Consultation with our County Attorney and Pursuant to NCGS 131E-97.3 to discuss Confidential Competitive Health Care Information.

XVII. **Adjournment**

**Special Note to the Public:** Any individual with a disability who wishes to attend or participate in the Commission meeting is asked to contact the Office of the Clerk to the Board or the County Manager at 336-679-4200 no later than 12:00 noon on the Friday prior to the Monday meeting so that adequate plans for accommodation can be arranged.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Soil & Water - 1/31/22 / Jason Walker

Request:
Selection of Preferred Alternative for Watershed Rehabilitation

Background: (Justification for request, please be specific)
Yadkin County is currently working with the Natural Resources Conservation Service as well as Schnabel Engineering to develop alternatives for the rehabilitation of two of the watershed structures in the county. Schnabel has completed the evaluations and is ready to move forward with the preferred alternative. The selection of the preferred alternative will allow the project to continue and will allow Schnabel to concentrate on one alternative per structure.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
The entire Watershed Rehabilitation Program is partially funded by the Natural Resources Conservation Service (NRCS). There are 4 phases of the rehabilitation program. Yadkin county has completed the assessment phase and is currently working on the Planning Phase. After planning is completed, Yadkin County will be eligible to move forward with the design and construction phases. The current phase is 100% reimbursed by NRCS.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
consider selecting alternatives for dam rehabilitation.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / Tanya Gentry

Request:
Authorize the attached budget amendments.

Background: (Justification for request, please be specific)
The FY2022 Budget Ordinance was adopted by fund and department. The Departments have requested the Board approve the attached budget amendments.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
Varies depending upon the budget amendment.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
approve the attached budget amendments as presented.
## BUDGET AMENDMENT FORM

*(change in revenue and expenditure or transfers between departments or funds)*

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

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**Finance Officer**

**DEPARTMENT:** Cooperative Extension

**DEPARTMENT HEAD SIGNATURE:**

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**DATE:** 1/20/2022

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
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<td>9,269</td>
<td>850</td>
<td>10,119</td>
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</table>

**EXPLANATION:** 4H Award Winners

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This instrument has been approved by the Board of Commissioners as requested.

**Chairman**
**BUDGET AMENDMENT FORM**  
(change in revenue and expenditure or transfers between departments or funds)

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

DEPARTMENT:  HSA/Clinic  
DEPARTMENT HEAD SIGNATURE:  Jessica O. Wall, MPH  
DATE:  1/14/2022

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
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<td>3000</td>
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<tr>
<td>Immunization UABP Revenue</td>
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<td>0</td>
<td>3000</td>
<td>3000</td>
</tr>
<tr>
<td>Maternal Health UABP Revenue</td>
<td>1045163-44241</td>
<td>0</td>
<td>2500</td>
<td>2500</td>
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<tr>
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<tr>
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<tr>
<td>Child Health UABP Expense</td>
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<td>3000</td>
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<td>Immunization UABP Expense</td>
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<td>1055164-57972</td>
<td>0</td>
<td>500</td>
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</table>

EXPLANATION:  New State Medicaid Prepaid Health Plans Aggregate Utilization Based Payments (UABP). New Prepaid Health Plans UABP replaces traditional Medicaid Cost Settlement; with the exception of a small Medicaid "Direct" Cost Settlement for traditional Medicaid Services.

This instrument has been approved by the Board of Commissioners as requested.
**YADKIN COUNTY**  
**AGENDA ABSTRACT**

**Department / Date Submitted to Clerk / Submitted by:**

Human Services/Health, submitted 1/25/2022 for the 2/7/2021 meeting, Natalie Williams

**Request:**

Board of County Commissioner’s approve the grant application for the Yadkin County Human Services Agency to apply for $36,453.00 through Smart Start of Yadkin County to provide Child Care Health Consulting (CCHC) services.

**Background:** (Justification for request, please be specific)

The application includes an Activity Proposal, Contract Activity Description, Logic Model, Planning Budget, Bidding Guidelines and Program Guidelines. CCHC services will be provided to child care providers. This includes assistance in meeting and maintaining health/wellness related items included in child care licensure through the DCDEE. The activity also includes health education activities with children (ages 0-5) and training for the child care providers. Health education topics for the children could include: physical activity, nutrition, dental, hand washing, emergency preparedness, and sun/outdoor safety. Topics for child care providers could include: immunizations/medical homes, sanitation, SIDS, emergency preparedness, physical activity/nutrition, asthma and breast-feeding.

**Fiscal / Budgetary Effect:** (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year's amount)

If awarded, this would bring in $36,453.00 of revenue into the Yadkin County Human Services Agency budget, supporting 50% of the funding for the current Public Health Educator position. The awarded funding will be for FY2022-2023.

**Motion:** (Please type a recommended motion for Board consideration)

Make a motion to…

Approve the Yadkin County Human Services Agency grant application to Smart Start of Yadkin County to provide Child Care Health Consultation services and give authority to the County Manager to sign documents required for submission of the grant.
The Child Care Health Consultant model follows the North Carolina CCHC Service Child Care Model for implementation of the activity by providing the following services to child care facilities, staff and others as needed. Services that are provided using Smart Start dollars in this activity include:

(1) Technical assistance: Technical assistance (in the form of consultation and coaching) provided to early childhood educators working in [Specify start-up, ECE Training licensed and/or G.S. 110] child care facilities serving children birth to five years old. The Technical Assistance will be focused on improving the capacity of providers to identify and promote healthy and safe environments for children in child care settings.

(2) Training for child care providers: Training for DCDEE credit hours provided on health and safety education related topics and coordination of CEU opportunities.

The NC Child Care Health and Safety Assessment will be used to conduct classroom-based assessments to develop a quality improvement plan, informing technical assistance and training. Documentation is maintained for all technical assistance and training. The Child Care Health Consultant (CCHC) is a Registered Nurse with a Degree in Nursing (ASN or BSN) or a health professional with a minimum of a Bachelor's Degree in health education or a health-related field. The health professional is or will become a qualified CCHC in North Carolina through the completion of the NC Child Care Health Consultant Training Course and receipt of a certificate of qualification.

Smart Start funds may be used to cover expenses for technical assistance/training, and/or age appropriate health and safety awareness/educational materials. Non-cash grants may be provided for eligible child care participants. The CCHC may choose to utilize incentives or meals as means to best reach the target population.

Health and safety materials based on needs identified in the NC Child Care Health and Safety assessment, may be provided to eligible participants in accordance with locally approved policies & procedures.
Smart Start of Yadkin County
Bidding Guidelines for 2022-2023

1. All activities, whether new or continuing need to be bid on each year. Bids for fiscal year 2022-2023 are due to Smart Start of Yadkin County by February 11, 2022.

2. All applicants may be asked to meet with the Allocations Committee in February to discuss their activity and how it will impact the 0-5 population of Yadkin County.

3. Smart Start of Yadkin County will make tentative approval of bids and applicants will be notified by April 30, 2022. All activities must be approved by the North Carolina Partnership for Children. All funding is contingent upon approval and appropriation of Smart Start Funds by the North Carolina General Assembly.

4. All activities must support children ages 0-5 and their families. Activities must fall into one of three categories: family support, health, or early care and education.

5. All recipients must agree to promote the activity as being funded by Smart Start of Yadkin County.

6. All recipients must agree to comply with all fiscal and programmatic reporting requirements on a timely basis.

7. All items purchased with Smart Start funds are owned by the partnership and must be given back to the partnership if the agency loses its funding or goes out of business. Recipients are responsible for placing asset tags on and providing an inventory of equipment/furniture/materials purchased with Smart Start funds.

8. If recipients are not spending funds in a reasonable or timely manner or if contractual agreements are not being met, then funds may be pulled at any time during the year.

9. Recipients will be asked to revert any funds not spent by the end of the year unless required to do so prior to that date.

10. All competitive bidding policies must be observed.

11. All recipients must comply with mandated Cost Principles.

12. All recipients will be required to track all cash and in-kind donations that enhance the Smart Start funded activity.
13. All activities must have measurable outcomes that fit with the partnership’s Community Early Childhood Profile.

14. All recipients understand that they will be monitored, both fiscally and programmatically, by staff of Smart Start of Yadkin County at least once per year.

I agree to comply with the guidelines listed above.

________________________  ________________________
Signature of Bidder        Date
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Parks & Recreation / 1/31/2022 / Jason Walker

Request:
Request to approve the contract with Latham's Custom Fence in the amount of $16,475.00 to install an automatic gate at the Yadkin County Park

Background: (Justification for request, please be specific)
The Yadkin County Park has never had a main gate that keeps people out at night while the park is closed. Over the years the traffic in the park during closed hours has increased and the vandalism of park property has also increased. The installation of this gate will assist in the efforts to stop people from entering the park during closed hours and vandalizing the park property. This gate will have the capability of opening at dawn and closing at dusk as well as the capability of opening from a remote operator. We received three quotes and Latham's Custom Fence was the lowest price.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
This expense will be paid out of the current year Parks and Rec Budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
......approve the contract with Latham's Custom Fence to install an automatic gate at the Yadkin County Park and authorize the County Manager to sign it.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1
DEPARTMENT: Parks and Recreation
BUDGET CODE: 1059000-51762

VENDOR NAME: Latham’s Custom Fence
POC: Justin Latham
PHONE: 336-477-5008

VENDOR MAIL ADDRESS: 4443 Hwy 801 South
TOWN, STATE AND ZIP: Advance, NC 27006

CONTRACT TERM: 1 (# of years)
CONTRACT AMOUNT: $16,475.00
MUNIS CONTRACT NO:

NEW CONTRACT

DETAILS or QUESTIONS:
Install Automatic Gate at the Yadkin County Park

Department Head Signature

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature

SECTION 3 - LEGAL REVIEW (only required if contract exceeds $5,000 or terms are longer than 12 months.)

CLERK COMPLETES

LEGAL TASK ORDER #: 1609
TITLE: Latham’s

SECTION 4 - Contract Control Form (ROUTING ORDER) I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

I. ATTORNEY

This contract has been reviewed through the legal review process and approved by the Attorney.

ATTORNEY SIGNATURE: Edward Powell
DATE: 1/20/2022

II. INSURANCE

No Insurance Required

Certificate attached and approved

X Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE: Janya Henry
DATE: 1/21/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: Steven Kelliff
DATE: 1/21/2022

IV. FINANCE OFFICER

X YES NO
Sufficient funds are available in the proper category to pay for this expenditure.

X YES NO
This contract is conditional upon appropriation by the BOC for sufficient funds

X YES NO
A budget amendment is attached as required for approval of this agreement.

FINANCE OFFICER SIGNATURE: Lindsey Carroll
DATE: 1/21/2022

V. CLERK TO BOARD

This document has been reviewed and approved by the Board of Commissioner and/or County Manager

APPROVED BY THE BOC

DATE:

Document Fully Executed, Scanned and Posted on the County Website

DATE:

Yadkin County RE Contract Control Form (rev: 10/20/15)

DATE: 12/17/2021

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YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number)____________

This Agreement is made and entered into this 12th day of December, 2021 (“Effective Date”) between Yadkin County, North Carolina (“County”) and Latham’s Custom Fence (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as authorized by the County Manager.

   The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

   See “Exhibit A” attached hereto and incorporated as if fully setout herein. “Exhibit A” lists in detail the scope of services to be provided under this contract. Any changes to “Exhibit A” must be approved by the County Manager, in writing, prior to the service being provided.

2. **Term of the Agreement.** (Check the one provision that applies.)

   This Agreement shall end on ______________________, 20____.

   X This Agreement shall continue until the Provider has completed the Services to the County’s satisfaction.

   This Agreement shall continue until terminated in accordance with Section 10 of this Agreement.

3. **Payment to the Provider.**

   The County shall pay the Provider $________________ every ____________________.

   X The County shall pay the Provider a total not to exceed the amount of $16,475.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

   The County agrees to pay the provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed
and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **E-Verify.** North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of $90,000 or more, and construction or repair contracts with an estimated cost of $500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.*

5. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker’s compensation benefits.

7. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

- Equal Employment Opportunity (41 C.F.R. Part 60);
- Davis-Bacon Act (40 U.S.C. 3141-3148);
- Copeland “Anti-Kickback” Act (40 U.S.C. 3145);
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- Debarment and Suspension (Executive Orders 12549 and 12689);
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- Procurement of Recovered Materials (2 C.F.R. § 200.322);
- and Record Retention Requirements (2 CFR § 200.324).

8. **Insurance.** During this Agreement’s term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider’s insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.
The Provider shall maintain worker’s compensation insurance as required by North Carolina law to cover all of the Provider’s employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement’s term:

- General commercial liability in the amount of $1,000,000 per occurrence/$2,000,000 aggregate.
- Workers’ Compensation in the amount of $500,000 employer’s liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage.

9. **Indemnity.** The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys’ fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider’s obligations under this section shall survive termination of this Agreement.

10. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days’ written notice to the Provider. Ten days’ written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

11. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

12. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina’s choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

13. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
15. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County’s property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. **Titles and Headings.** Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. **Non-Assignment.** The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

```
THE COUNTY

Yadkin County
PO Box 220
Yadkinville, NC 27055
Jason Walker
336-466-1003

THE PROVIDER

________________________________________
________________________________________
________________________________________
________________________________________
```

19. **Number and gender.** This Agreement’s use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
THE COUNTY
BY: __________________________
Name: ________________________
Title: _________________________

THE PROVIDER
BY: __________________________
Name: __________________________
Title: ___________________________

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

Yadkin County Finance Officer

Public Agenda
EXHIBIT A

TO AGREEMENT TO SERVICES

Below is a detailed listing of the scope of services to be provided under this contract. Any changes to “Exhibit A” must be approved by the County Manager, in writing, prior to the service being provided. (The detailed listing of the scope of services may also be described on one or more sheets attached hereto and incorporated herein, but each must be signed by the Provider and the County.)

Install a black 20 foot aluminum cantilever gate across the main entrance of Yadkin County Park. The gate will be operated by a SL100 All-O-Matic gate operator. The operator will include a cell gate key pad with APP and computer log in. photo eyes, free exit and receiver with 4 remotes. Price includes all material and labor. The Provider will follow all state, local, and federal laws rules and regulations. The Provider will call 811 prior to digging.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings 1/31/2022/ Dwayne Stanley

Request:
Request to approve Contract with W Brown Construction for painting interior of old Co-op Agricultural Building.

Background: (Justification for request, please be specific)
After construction of the old Co-op / Agricultural Building W Brown Construction will seal all the block walls in the back part of the building where moisture has penetrated the blocks, paint all the block and sheetrock walls.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
These services will be paid out of the Public Building Improvement Budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
... approve the contract with W Brown Construction and authorize the County Manager to sign it.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS  BUDGET CODE: 1059000-56552

VENDOR NAME: W BROWN CONSTRUCTION LLC  POC: WILLIAM BROWN  PHONE: 336-816-5262

VENDOR MAIL ADDRESS: 2353 LACE KNOLL ROAD

TOWN, STATE AND ZIP: EASTBEND, NC  27018  VENDOR ID: 12274

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $22,800.00  MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
W BROWN CONTRACT FOR PAINTING INTERIOR OF OLD COOP AGRICULTURAL BUILDING

Department Head Signature →  DocSigned by: 1/14/2022

SECTION 2 - COUNTY MANAGER REVIEW

Manager Complete: 1/14/2022

Manager's Signature →  DocSigned by: 1/14/2022

SECTION 3 - LEGAL REVIEW (only required if contract exceeds $5,000 or terms are longer than 12 months.)

LEGAL TASK ORDER #: 1616

TITLE: W Brown Construction-painting

DocSigned by: 1/14/2022

SECTION 4 - Contract Control Form

(Routing Order) I-ATTORNEY, II-INSURANCE, III-IT, IV-FINANCE, V-CLERK TO BOARD

I. ATTORNEY

This contract has been reviewed through the legal review process and approved by the Attorney.

ATTORNEY SIGNATURE: DocSigned by: 1/14/2022

II. INSURANCE

☐ No Insurance Required  ☑ Certificate attached and approved  ☐ Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE:  DocSigned by: 1/14/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: DocSigned by: 1/18/2022

IV. FINANCE OFFICER

☐ YES  ☑ NO  Sufficient funds are available in the proper category to pay for this expenditure.

☐ YES  ☑ NO  This contract is conditional upon appropriation by the BOC for sufficient funds

☐ YES  ☑ NO  A budget amendment is attached as required for approval of this agreement.

NOTES:

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

FINANCE OFFICER SIGNATURE: DocSigned by: 1/18/2022

V. CLERK TO BOARD

This document has been reviewed and approved by the Board of Commissioner and/or County Manager

APPROVED BY THE BOC  ☑ YES  ☐ NO  DATE: 1/18/2022

Document Fully Executed, Scanned and Posted on the County Website DATE: 1/18/2022

CLERK SIGNATURE:  DATE:
YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) ____________

This Agreement is made and entered into this 14 day of JANUARY, 2022 (“Effective Date”) between Yadkin County, North Carolina (“County”) and W BROWN CONSTRUCTION LLC (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as authorized by the County Manager.

The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

See “Exhibit A” attached hereto and incorporated as if fully setout herein. “Exhibit A” lists in detail the scope of services to be provided under this contract. Any changes to “Exhibit A” must be approved by the County Manager, in writing, prior to the service being provided.

2. **Term of the Agreement.** (Check the one provision that applies.)

This Agreement shall end on _____________________, 20___.

X This Agreement shall continue until the Provider has completed the Services to the County’s satisfaction.

This Agreement shall continue until terminated in accordance with Section 10 of this Agreement.

3. **Payment to the Provider.**

The County shall pay the Provider $__________ every ______________.

X The County shall pay the Provider a total not to exceed the amount of $22,800.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

The County agrees to pay the provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed...
and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **E-Verify.** North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of $90,000 or more, and construction or repair contracts with an estimated cost of $500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.*

5. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker’s compensation benefits.

7. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **Insurance.** During this Agreement’s term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider’s insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.
The Provider shall maintain worker’s compensation insurance as required by North Carolina law to cover all of the Provider’s employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement’s term:

- General commercial liability in the amount of $1,000,000 per occurrence/$2,000,000 aggregate.
- Workers’ Compensation in the amount of $500,000 employer’s liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage.

9. **Indemnity.** The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider’s obligations under this section shall survive termination of this Agreement.

10. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days’ written notice to the Provider. Ten days’ written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

11. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

12. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina’s choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

13. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
15. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. **Titles and Headings.** Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. **Non-Assignment.** The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

<table>
<thead>
<tr>
<th>THE COUNTY</th>
<th>THE PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>YADKIN COUNTY</td>
<td>__________________</td>
</tr>
<tr>
<td>PO BOX 220</td>
<td>__________________</td>
</tr>
<tr>
<td>YADKINVILLE NC 27055</td>
<td>__________________</td>
</tr>
<tr>
<td>DWAYNE STANLEY</td>
<td>__________________</td>
</tr>
<tr>
<td>336-341-0528</td>
<td>__________________</td>
</tr>
</tbody>
</table>

19. **Number and gender.** This Agreement’s use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Yadkin County Finance Officer

William Brown
Owner
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings 1/31/2022/ Dwayne Stanley

Request:
Request to approve Contract with Paint & Coatings LTD for painting the exterior of the old Co-op Agricultural Building.

Background: (Justification for request, please be specific)
After all construction on the old Co-op / Agricultural Building, Paint & Coatings LTD will paint the all the brick on the exterior of the building.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
These services will be paid out of the Public Building Improvement Budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
... approve the contract with Paint & Coatings LTD and authorize the County Manager to sign it.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 1/14/2022

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS  BUDGET CODE: 1059000-56552

VENDOR NAME: PAINT & COATINGS LTD  POC: MARK DIACHENKO  PHONE: 336-469-0080

VENDOR MAIL ADDRESS: 416 E MAIN STREET

TOWN, STATE AND ZIP: YADKINVILLE, NC 27055  VENDOR ID: 14015

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $14,130.00  MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
PAINT COATINGS CONTRACT FOR PAINTING EXTERIOR OF OLD COW AGRICULTURAL BUILDING

Department Head Signature

Decoded by: Dwayne Stanley  1/14/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature

Decoded by: Lisa Hughes  1/14/2022

SECTION 3 - LEGAL REVIEW (only required if contract exceeds $5,000 or terms are longer than 12 months.)

CLERK COMPLETES

LEGAL TASK ORDER #: 1617  TITLE: Paint & Coatings

Decoded by: Janya Bentz  1/14/2022

CLERK TO THE BOARD Signature

SECTION 4 - Contract Control Form

(ROUTING ORDER) I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

I. ATTORNEY

This contract has been reviewed through the legal review process and approved by the Attorney.

ATTORNEY SIGNATURE

Decoded by: Edward Powell  1/14/2022

II. INSURANCE

Certificate attached and approved

INSURANCE CONSULTANT SIGNATURE

Decoded by: VM Ireland  1/14/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE

Decoded by: Steven Bollendorf  1/18/2022

IV. FINANCE OFFICER

Sufficient funds are available in the proper category to pay for this expenditure.

FINANCE OFFICER SIGNATURE

Decoded by: Lindsey Lawler  1/18/2022

V. CLERK TO BOARD

This document has been reviewed and approved by the Board of Commissioner and/or County Manager

APPROVED BY THE BOC

Document Fully Executed, Scanned and Posted on the County Website

CLERK SIGNATURE

Yadkin County RE Contract Control Form (rev: 10/20/15)  58
YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Menis Contract Number) __________

This Agreement is made and entered into this 14 day of JANUARY, 2022 (“Effective Date”) between Yadkin County, North Carolina (“County”) and PAINT & COATINGS LTD (________________________) (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as authorized by the County Manager.

The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

See “Exhibit A” attached hereto and incorporated as if fully setout herein. “Exhibit A” lists in detail the scope of services to be provided under this contract. Any changes to “Exhibit A” must be approved by the County Manager, in writing, prior to the service being provided.

2. **Term of the Agreement.** (Check the one provision that applies.)

This Agreement shall end on ______________________, 20__.

X This Agreement shall continue until the Provider has completed the Services to the County’s satisfaction.

This Agreement shall continue until terminated in accordance with Section 10 of this Agreement.

3. **Payment to the Provider.**

The County shall pay the Provider $__________ every ________________.

X The County shall pay the Provider a total not to exceed the amount of $14,130.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

The County agrees to pay the provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed
and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **E-Verify.** North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of $90,000 or more, and construction or repair contracts with an estimated cost of $500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.*

5. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker’s compensation benefits.

7. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

- Equal Employment Opportunity (41 C.F.R. Part 60);
- Davis-Bacon Act (40 U.S.C. 3141-3148);
- Copeland “Anti-Kickback” Act (40 U.S.C. 3145);
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- Debarment and Suspension (Executive Orders 12549 and 12689);
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- Procurement of Recovered Materials (2 C.F.R. § 200.322); and
- Record Retention Requirements (2 CFR § 200.324).

8. **Insurance.** During this Agreement’s term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider’s insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.
The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement’s term:

- General commercial liability in the amount of $1,000,000 per occurrence/$2,000,000 aggregate.
- Workers' Compensation in the amount of $500,000 employer’s liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage.

9. **Indemnity.** The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

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11. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

12. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

13. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
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18. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

**THE COUNTY**

**THE PROVIDER**

<table>
<thead>
<tr>
<th>YADKIN COUNTY</th>
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<tr>
<td>PO BOX 220</td>
<td></td>
<td></td>
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<tr>
<td>YADKINVILLE NC 27055</td>
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<td></td>
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<td>DWAYNE STANLEY</td>
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19. **Number and gender.** This Agreement’s use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
THE COUNTY

BY: __________________________
Name: __________________________
Title: __________________________

THE PROVIDER

BY: __________________________
Name: Mark Diachenko
Title: President

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

Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Yadkin County Human Services Medical Clinic, 02/01/2022, Robin Yarboro.

Request:
This request is for the Yadkin County Board of County Commissioners to approve a Three year Contract with Sanpro for Biohazard Waste Disposal.

Background: (Justification for request, please be specific)
Sanpro picks up our Biohazard Waste from the Yadkin County Medical Clinic.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year's amount)
Medical Waste Disposal
$99.00 x 12 month’s = $1,188.00, $65.00 x 4 month’s = $260.00
Total for the first year = $1,448.00
Total for the second year = $1,448.00
Increase 5% for 3yr. $72.40
Total for the third year = $1521.00, Total for all three years = $4,417.00

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
approve the three year contract agreement with Sanpro, for Biohazard Waste, and authorize the County Manager to sign the agreement.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**SECTION 1**

DEPARTMENT: HSA/Medical Clinic  
BUDGET CODE: See Section IV Below

VENDOR NAME: Sanpro  
POC: Zev Wulliger  
PHONE: 732-813-1580 Ext 602

VENDOR MAIL ADDRESS: 1825 Swarthmore Ave. Unit B

TOWN, STATE AND ZIP: Lakewood, NJ 08701  
VENDOR ID: 2098

CONTRACT TERM: 3yr (# of years)  
CONTRACT AMOUNT: $4,417.00  
MUNIS CONTRACT NO:

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>DETAILS or QUESTIONS: Biohazard Contract</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPLETES</td>
<td></td>
<td>COMPLETES</td>
</tr>
</tbody>
</table>

**SECTION 2 - COUNTY MANAGER REVIEW**

<table>
<thead>
<tr>
<th>MANAGER</th>
<th>County Manager's Signature</th>
<th>MANAGER</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPLETES</td>
<td>1/14/2022</td>
<td>COMPLETES</td>
</tr>
</tbody>
</table>

**SECTION 3 - LEGAL REVIEW (only required if contract exceeds $5,000 or terms are longer than 12 months.)**

<table>
<thead>
<tr>
<th>CLERK</th>
<th>LEGAL TASK ORDER #: 1618</th>
<th>CLERK</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPLETES</td>
<td>1/14/2022</td>
<td>COMPLETES</td>
</tr>
</tbody>
</table>

**SECTION 4 - Contract Control Form**

**ROUTING ORDER**
I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

**I. ATTORNEY**

This contract has been reviewed through the legal review process and approved by the Attorney.

**ATTORNEY SIGNATURE:**  
1/14/2022

**II. INSURANCE**

- [ ] No Insurance Required  
- [x] Certificate attached and approved  
- [ ] Hold contract pending receipt of certificate of insurance

**INSURANCE CONSULTANT SIGNATURE:**  
1/14/2022

**III. INFORMATION TECHNOLOGY**

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

**IT DIRECTOR SIGNATURE:**  
1/18/2022

**IV. FINANCE OFFICER**

- [x] YES  
- [ ] NO  
Sufficient funds are available in the proper category to pay for this expenditure.

- [x] YES  
- [ ] NO  
This contract is conditional upon appropriation by the BOC for sufficient funds

- [x] YES  
- [ ] NO  
A budget amendment is attached as required for approval of this agreement.

**NOTES:** 1055111–51700, 1055160–51700, 1055163–51520, 1055164–51700

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

**FINANCE OFFICER SIGNATURE:**  
1/18/2022

**V. CLERK TO BOARD**

This document has been reviewed and approved by the Board of Commissioner and/or County Manager

**APPROVED BY THE BOC:**  
[ ] YES  
[ ] NO  
1/18/2022

**Document Fully Executed, Scanned and Posted on the County Website:**  
1/18/2022

**CLERK SIGNATURE:**  
1/18/2022
YADKIN COUNTY

AGREEMENT FOR SERVICES

(Norris Contract Number) ____________

This Agreement is made and entered into this 28th day of February, 2022
(“Effective Date”) between Yadkin County, North Carolina (“County”) and
Sanpro Medical Waste Disposal ______________________ (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the
Provider will provide certain specified services and/or materials to the County in exchange for
payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms,
conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and
to provide the materials (all collectively called the “Services”) for the County as authorized by
the County Manager.

The Provider warrants that all materials it provides shall be of good quality and shall
meet industry standards and the County’s expectations and approval, and the Provider
warrants that it shall perform all Services in a good and workmanlike manner, in accordance
with industry standards and the County’s expectations, and to the County’s full satisfaction.

See “Exhibit A” attached hereto and incorporated as if fully setout herein. “Exhibit A”
lists in detail the scope of services to be provided under this contract. Any changes to “Exhibit
A” must be approved by the County Manager, in writing, prior to the service being provided.

2. Term of the Agreement. (Check the one provision that applies.)

X This Agreement shall end on February 28, 2025.

This Agreement shall continue until the Provider has completed the Services to the
County’s satisfaction.

This Agreement shall continue until terminated in accordance with Section 10 of this
Agreement.

3. Payment to the Provider.

The County shall pay the Provider $________ every ________________.

X The County shall pay the Provider a total not to exceed the amount of $4,417.00 for
all Services performed under this Agreement. The Provider will invoice the County for
Services as they are performed, but no more frequently than monthly.

The County agrees to pay the provider for Services satisfactorily performed in accordance with
this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of
its submission. Each invoice shall document, to the County’s satisfaction, the work performed
and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **E-Verify.** North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of $90,000 or more, and construction or repair contracts with an estimated cost of $500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.

5. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker’s compensation benefits.

7. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **Insurance.** During this Agreement’s term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider’s insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.
The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement’s term:

- General commercial liability in the amount of $1,000,000 per occurrence/$2,000,000 aggregate.
- Workers' Compensation in the amount of $500,000 employer’s liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and $1,000,000 uninsured/underinsured motorist coverage.

9. **Indemnity.** The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

10. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

11. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

12. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

13. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
15. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. **Titles and Headings.** Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. **Non-Assignment.** The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

<table>
<thead>
<tr>
<th>THE COUNTY</th>
<th>THE PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
<td>__________________</td>
</tr>
<tr>
<td>__________________</td>
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<td>__________________</td>
<td>__________________</td>
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<tr>
<td>__________________</td>
<td>__________________</td>
</tr>
</tbody>
</table>

19. **Number and gender.** This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
THE COUNTY

BY: ______________________
Name: ______________________
Title: ______________________

THE PROVIDER

BY: ______________________
Name: Zev Wulliger
Title: Sales rep

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

Yadkin County Finance Officer
EXHIBIT A

TO AGREEMENT TO SERVICES

Below is a detailed listing of the scope of services to be provided under this contract. Any changes to “Exhibit A” must be approved by the County Manager, in writing, prior to the service being provided. (The detailed listing of the scope of services may also be described on one or more sheets attached hereto and incorporated herein, but each must be signed by the Provider and the County.)

**Medical Waste Disposal**

$99.00 x 12 months = $1,188.00  
$65.00 x 4 months = 260.00

**Total for the first year = $1,448.00**  
**Total for the second year = $1,448.00**

Increase 5% for 3yr, $72.40

**Total for the third year = 1521.00**

**Total for all three years = $4,417.00**
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Soil and Water - 1/31/22 / Jason Walker

Request:
Approval to apply for grant with the NC Division of Soil and Water for rehabilitation of one of Yadkin County's Watershed Structure.

Background: (Justification for request, please be specific)
The NC Division of Soil and Water received $38 million for work in and around the streams in North Carolina. The NC Soil and Water Commission is planning to use $6 million of this money to rehab the small watershed projects in North Carolina. Yadkin County has 14 of these small watershed projects throughout the county. Yadkin County has already completed assessments on all of the high hazard structures in the county and we are currently working with Schnabel Engineering and NRCS to rehab 2 of these. This grant with the NC Division of Soil and Water will allow Yadkin County to potentially rehab another one of these structures.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year’s amount)
If this entire grant is received, the NC Division of Soil and Water will pay 100% of the cost to rehab the structure.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
....allow staff to apply for a grant from the NC Division of Soil and Water in the amount of $5,350,000.
Calendar Notes:

1) April 15, 2022 – County Offices Closed for Good Friday.
Manager’s Reports /
Board Action
Manager’s Budget Amendments

& Contracts

No Action Required
### County Manager Fund Transfers

<table>
<thead>
<tr>
<th>Department</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Services/Case Management</td>
<td>Transfer of funds to purchase needed supplies for the Care Manager Program.</td>
</tr>
<tr>
<td>Gasoline/Diesel Fuel</td>
<td>(500)</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>500</td>
</tr>
<tr>
<td>Human Services/DSS</td>
<td>Transfer of funds to cover the cost of three Laserfiche licenses.</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>(658)</td>
</tr>
<tr>
<td>Data Processing Supplies</td>
<td>658</td>
</tr>
<tr>
<td>Human Services/Health</td>
<td>Transfer of funds to cover the cost of the copier lease.</td>
</tr>
<tr>
<td>Health Ed Travel/Training</td>
<td>(415)</td>
</tr>
<tr>
<td>Health Ed Contract Services</td>
<td>415</td>
</tr>
</tbody>
</table>
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / 02-01-2022

Request:
Review of Yadkin County Aging Planning Committee Members.

Background: (Justification for request, please be specific)
The Yadkin County Board of Commissioners has been asked to review the list of voting members.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
NA.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
approve the current voting members to continue serving on the Aging Planning Committee.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / 02-01-2022

Request:
Appointment to the Juvenile Crime Prevention Council (JCPC).

Background: (Justification for request, please be specific)
Randy Dimmette resigned from serving on the JCPC due to time constraints so there is a vacancy on the Council. A request has been made for Philip Scott to be appointed to fill the vacancy.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
N/A

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
appoint Philip Scott to serve a two-year term on the Yadkin County Juvenile Crime Prevention Council.