

**YADKIN COUNTY BOARD OF COMMISSIONERS  
NOTICE OF MEETING**

Yadkin County Human Resources Building  
217 East Willow Street, Yadkinville, NC 27055

**Monday, February 17, 2020**

**7:00pm**

*A G E N D A*

*“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.”*

NO.	TIME	ITEM	PRESENTER	PAGE
I.		<b><u>Invocation</u></b>		
II.	7:00pm	<b><u>Call to Order</u></b>	Chairman Austin	
III.	7:01pm	<b><u>Pledge of Allegiance</u></b>	Chairman Austin	
IV.	7:05pm	<b><u>Adjustments/Adoption of Agenda</u></b>	The Board	
V.	7:10pm	<b><u>Public Comments</u></b> **Special Note: 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.		
VI.	7:15pm	<b><u>Approval of Minutes:</u></b> January 27, 2020 – Special Session February 3, 2020 – Regular Session February 3, 2020 – Closed Session	The Board	4-5 6-13 14-17
VII.	7:20pm	<b><u>Reports/Requests of the Board:</u></b> 1) Recognize Buck Shoals Fire Department.		18
VIII.	7:25pm	<b><u>Consent Agenda:</u></b> 1) Budget Amendments for:		19-20

		a) Human Services/DSS.	
		2) Approve Tax Adjustments & Refunds for January 2020.	21-23
		3) Order Tax Collector to Advertise Unpaid Taxes & Fees.	24-25
		4) Approve Dorsett Heating & Air Conditioning Contract to Replace Courthouse HVAC Unit.	26-35
		5) Approve A-1 Auto Glass Inc DBA Glass Doctor Contract for General Services.	36-44
		6) Approve Spurlin Signs & Awnings Contract for General Services.	45-52
<b>IX.</b>	7:30pm	<b><u>Public Hearing/Action to Set Public Hearing:</u></b> ** 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.	
<b>X.</b>	7:30pm	<b><u>Board Action:</u></b> 1) Adopt Resolution Celebrating 100 <sup>th</sup> Anniversary of Women Gaining Right to Vote and Creation of League of Women Voters. 2) Approve Budget Amendment for Mini-Buses for Yadkin County Schools	County Manager, Lisa Hughes 53-55 56-57
<b>XI.</b>	7:40pm	<b><u>Calendar Notes:</u></b> 1) March 17, 2020 – Cooperative Extension Report to the People Dinner at 5:15pm. 2) March 30, 2020 – Joint Meeting with the Board of Education in the Media Center of the Yadkin Early College. The meal will be served at 5:30pm and the meeting will start at 6:00pm. 3) April 10, 2020 – County Offices Closed for Good Friday. 4) April 23, 2020 – Joint Meeting with the Human Services Advisory Committee. 5) April 28, 2020 – NCACC District Meeting in Wilkes County at 5:00pm.	58
<b>XII.</b>	7:40pm	<b><u>Manager's Reports / Board Action:</u></b> 1) HCCBG Funding Plan Revision.	County Manager, Lisa Hughes 59-64
<b>XIII.</b>	7:45pm	<b><u>Managers Budget Amendments &amp; Contracts / No Action Required:</u></b> 1) A-1 Auto Glass Inc DBA Glass Doctor Contract to Reset Windows. 2) Spurlin Signs & Awnings Contract for Signage at	County Manager, Lisa Hughes 65 66-74 75-84

the Courthouse.

<b>XIV.</b>	7:50pm	<b><u>Board Vacancies/Appointments:</u></b> 1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Committee. 2) Reappointments to Yadkin County Tourism Development Authority.	Clerk, Tanya Gentry	85-86
<b>XV.</b>	7:55pm	<b><u>Commissioner Comments</u></b>	The Board	
<b>XVI.</b>	8:00pm	<b><u>Recess</u></b> <i>(Time may vary at discretion of Chairman Austin)</i>  <b><u>CLOSED SESSION</u></b> Pursuant to NCGS 143-318.11(a)(1)(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.		87
<b>XVII.</b>		<b><u>Adjournment</u></b>		

**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 336-849-7900 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:**

Administration / 01-13-2020

**Request:**

Recognize Buck Shoals Fire Department for Their Achievement.

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

The Buck Shoals Fire Department has lowered their ISO rating.

**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...

NA

# 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 FY2019 Budget Ordinance was adopted by fund and department. The attached budget amendments are requested by the Departments.

**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.**

*Lindsey M. Cearlock*

Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Madison County, ou=Finance  
Department, email=lcearlock@madisoncountync.gov, c=US  
Date: 2020.02.04 10:48:19 -0500

**Finance Officer**

**DEPARTMENT:** H.S.A/DSS

**DEPARTMENT HEAD SIGNATURE:** Kim Harrell

Digitally signed by Kim Harrell  
DN: cn=Kim Harrell, o=Madison County, ou=HSA,  
email=harrellk@madisoncountync.gov, c=US  
Date: 2020.02.04 10:42:34 -0500

**DATE:** 2/4/2020

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
Special Needs Foster Care	1055320-57630	10910	(7000)	3910
Foster Care Transportation	1055320-57681	4000	(1200)	2800
Vehicle Maintenance	1055300-53040	7700	1200	8900
Travel/Training	1055300-54010	11000	3000	14000
Gasoline/Diesel Fuel	1055300-52350	14100	4000	18100

**EXPLANATION:** Request to move funds from Special Needs Foster Care and Foster Care Transportation to Vehicle Maintenance, Gas/Fuel and Travel Training to cover anticipated cost of the remainder of the fiscal year. Increase in travel/training due to new staff, vehicle maintenance needed as well as fuel.

**This budget amendment has been approved by the appropriate Advisory Board.**

\_\_\_\_\_ **Yes**  
\_\_\_\_\_ **No**

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

\_\_\_\_\_  
**Chairman**

## YADKIN COUNTY AGENDA ABSTRACT

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

Tax Department/ 2-6-2020/Clayton Campbell

**Request:**

To approve tax adjustments and refunds for month of January 2020

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

Adjustments and Refunds will be sent to the Board of Commissioners for approval. Some adjustments will result in refunds and some will be adjusted with a new bill sent out.

**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 real and personal bills that were included in the estimated amount of revenue for the 2019-2020 budget year that are adjusted will reduce the amount of tax revenue for the 2019-2020 tax year. The vehicles on the new system are not charged to the tax collector but will reduce the amount of revenue for the County. Any discovery or deferred tax bills were NOT included in the original estimated amount of revenue for the 2019-2020 budget year.

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

Make a motion to...

Recommended Motion: To approve the attached list of adjustments and refunds for the month of January 2020.

# YADKIN COUNTY AGENDA ABSTRACT

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

Tax Department/ 02-06-2020/Clayton Campbell

**Request:**

To order the Tax Collector to advertise unpaid taxes and fees that are liens on real property.

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

G.S. 105-369 (a) Requires the Tax Collector to report to the Governing Board all unpaid taxes and fees for the current tax year. And to receive an order from the Governing Board to advertise these unpaid taxes and fees.

**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 taxes and fees which are delinquent needs to be advertised in order to proceed against taxpayers for any and all collection remedies as given to the Tax Collector.

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

Make a motion to...

Recommended Motion: To order the Tax Collector to advertise unpaid taxes and fees for the tax year 2019-2020.

**Advertisement of Tax Liens on Real Property for Failure to Pay Taxes.**

105-369 (a):

Report of unpaid taxes and fees that are liens on real property. In February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of the report, the governing body must order the tax collector to advertise the tax liens.

Amount of unpaid taxes that are liens on real estate as of January 31, 2020 for the fiscal year 2019-2020, \$1,737,893.42. The amount of unpaid solid waste fee as of January 31, 2020 for the fiscal year 2019-2020, \$108,985.14.

We, the Yadkin County Board of Commissioners do hereby order the tax collector to advertise all unpaid taxes and fees that are liens on real property.

This, the Seventeenth Day of February 2020.

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Mr. Kevin Austin, Chairman  
Yadkin County Board of Commissioners

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Tanya Gentry  
Clerk, to the Board of Commissioners

# YADKIN COUNTY AGENDA ABSTRACT

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

Public Buildings / 2-6-2020 / Dwayne Stanley

**Request:**

Request to approve the contract with Dorsett Heating & Air Conditioning, Inc for HVAC replacement at the Yadkin County Courthouse.

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

The current Condenser unit was replaced about 11 years ago but the Air Handler was not changed and is 45 years old and the coils are leaking Freon. The cost to replace the compressor and charge the current unit is 3000.00 but there is no guarantee that the Compressor will last because the air handler was not made to work with this Condenser. This unit also uses R-22 Freon which is not being manufactured anymore and is very expensive to replace. This unit has far exceeded its life expectancy and needs to be replaced with a new efficient unit that uses R-410 Freon.

**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 will be paid out of the Public Buildings Non-Departmental Building Improvement Fund.

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

Make a motion to...

...approve the Contract with Dorsett Heating & Air Conditioning Inc. for the new HVAC replacement.

**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

DATE: 2/5/2020

**SECTION 1**

DEPARTMENT: PUBLIC BUILDINGS BUDGET CODE: 1059000-56552

VENDOR NAME: DORSETT HEATING & AIR CONDITIONING, INC POC: JOHN WESTRA PHONE: 336-244-7338

VENDOR MAIL ADDRESS: 248 SERVICE ROAD

TOWN, STATE AND ZIP: YADKINVILLE NC 27055 VENDOR ID: 255

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 15,450.00 MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES: **DETAILS or QUESTIONS:**  
**REPLACE HVAC UNIT AT COURTHOUSE**

DEPARTMENT COMPLETES

Department Head Signature → Dwayne Stanley  
Digitally signed by Dwayne Stanley  
DN: cn=Dwayne Stanley, o=Yadkin County,  
ou=Administration, email=dstanley@yadkincountync.gov, c=US  
Date: 2020.02.05 10:45:41 -0500

**SECTION 2 - COUNTY MANAGER REVIEW**

MANAGER COMPLETES

County Manager's Signature → Lisa L. Hughes  
Digitally signed by Lisa L. Hughes  
DN: cn=Lisa L. Hughes, o=County of Yadkin,  
ou=County Manager,  
email=lhughes@yadkincountync.gov, c=US  
Date: 2020.02.05 17:57:20 -0500

MANAGER COMPLETES

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1326  
TITLE: Dorsett (Courthouse)  
Tanya Gentry  
CLERK TO THE BOARD Signature  
Digitally signed by Tanya Gentry  
DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration,  
email=lgentry@yadkincountync.gov, c=US  
Date: 2020.02.05 08:33:45 -0500

CLERK COMPLETES

**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: David Howell DATE: 2-6-20

**II. INSURANCE**  
No Insurance Required  Certificate attached and approved  Hold contract pending receipt of certificate of insurance   
INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 2/12/2020

**III. INFORMATION TECHNOLOGY**  
This document has been reviewed and approved by the IT Director as to technical content.  
IT DIRECTOR SIGNATURE: Dale Ring DATE: \_\_\_\_\_  
Digitally signed by Dale Ring  
DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology,  
email=dring@yadkincountync.gov, c=US  
Date: 2020.02.12 12:52:30 -0500

**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: Lindsey M. Cearlock DATE: \_\_\_\_\_  
Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department,  
email=lcearlock@yadkincountync.gov, c=US  
Date: 2020.02.12 15:25:19 -0500

**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: \_\_\_\_\_  
Document Fully Executed, Scanned and Posted on the County Website DATE: \_\_\_\_\_  
CLERK SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

YADKIN COUNTY  
NORTH CAROLINA

AGREEMENT FOR SERVICES  
(Munis Contract Number) \_\_\_\_\_

This Agreement is made and entered into this 5th day of FEBRUARY, 20 20  
("Effective Date") between Yadkin County, North Carolina ("County") and  
DORSETT HEATING & AIR CONDITIONING, INC ("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. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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\_\_\_\_.
- 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 8 of the Agreement.

3. **Payment to the Provider.**

- The County shall pay the Provider \$ \_\_\_\_\_ every \_\_\_\_\_.
- The County shall pay the Provider a total not to exceed the amount of \$ \$ 15,450.00 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.

In accordance with Item 3, Payment to the Provider, 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.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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  
DWAYNE STANLEY  
336-341-0528

THE PROVIDER

DORSETT HEATING & AIR CONDITIONING INC  
248 SERVICE ROAD  
YADKINVILLE NC 27055  
JOHN WESTRA  
336-244-7338

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

19. **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.

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

THE COUNTY

BY: \_\_\_\_\_

Name: Lisa Hughes

Title: County Manager

THE PROVIDER

BY: Dorsett Heating & Air Conditioning Inc.

Name: John C. Westra Jr.

Title: Operations Mgr.

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



Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance  
Department, email=lcearlock@yadkincountync.gov, c=US  
Date: 2020.02.12 15:26:06 -05'00'

Yadkin County Finance Officer

# YADKIN COUNTY AGENDA ABSTRACT

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

Public Buildings 2/7/20 Dwayne Stanley

**Request:**

Request to approve 5 year General Service Contract with A-1 Auto Glass Inc DBA Glass Doctor.

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

Yadkin County occasionally needs glass repair for our buildings. This contract will assure that any glass needs will be met in a timely manner.

**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 annual budget appropriations for the Public Buildings Department.

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

Make a motion to...

... approve the 5 year General Service Contract A-1 Auto Glass Inc DBA Glass Doctor.

**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

DATE: 1/28/20

**SECTION 1**

DEPARTMENT: PUBLIC BUILDINGS BUDGET CODE: VARIES

VENDOR NAME: A-1 AUTO GLASS INC DBA GLASS DOCTOR POC: PHIL STANLEY PHONE: 336-679-3535

VENDOR MAIL ADDRESS: 1719 SHACKTOWN ROAD

TOWN, STATE AND ZIP: YADKINVILLE NC 27055 VENDOR ID: 14494

CONTRACT TERM: 5 (# of years) CONTRACT AMOUNT: \$ 15,000.00 MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	DETAILS or QUESTIONS: <b>GENERAL SERVICE CONTRACT FOR GLASS ISSUES</b>	DEPARTMENT COMPLETES
	Department Head Signature → <u>Dwayne Stanley</u> <small>Digitally signed by Dwayne Stanley DN: cn=Dwayne Stanley, o=Yadkin County, ou=Maintenance, email=dstanley@yadkincountync.gov, c=US Date: 2020.01.29 11:19:07 -0500</small>	

**SECTION 2 - COUNTY MANAGER REVIEW**

MANAGER COMPLETES	County Manager's Signature → <u>Lisa L. Hughes</u> <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=lhughes@yadkincountync.gov, c=US Date: 2020.01.29 12:32:05 -0500</small>	MANAGER COMPLETES
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**SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)**

CLERK COMPLETES	LEGAL TASK ORDER #: <u>1324</u> TITLE: <u>Glass Doctor</u>	<u>Tanya Gentry</u> CLERK TO THE BOARD Signature <small>Digitally signed by Tanya Gentry DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration, email=lgentry@yadkincountync.gov, c=US Date: 2020.01.29 12:43:58 -0500</small>	CLERK COMPLETES
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**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: 1-29-20

**II. INSURANCE**

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

INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 1/30/2020

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

IT DIRECTOR SIGNATURE: Dale Ring DATE: \_\_\_\_\_  
Digitally signed by Dale Ring  
DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountync.gov, c=US  
Date: 2020.01.30 12:31:54 -0500

**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: Requires a purchase order

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

FINANCE OFFICER SIGNATURE: Lindsey Cearlock DATE: \_\_\_\_\_  
Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department, email=lcearlock@yadkincountync.gov, c=US  
Date: 2020.01.30 12:40:32 -0500

**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: \_\_\_\_\_

Document Fully Executed, Scanned and Posted on the County Website DATE: \_\_\_\_\_

CLERK SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**YADKIN COUNTY**  
**NORTH CAROLINA**

**AGREEMENT FOR GENERAL SERVICES**  
(Munis Contract Number)

This Agreement is made and entered into this 28 day of JANUARY, 2020  
("Effective Date") between Yadkin County, North Carolina ("County") and  
A 1 AUTO GLASS INC DBA GLASS DOCTOR ("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. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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.

For the County to be liable for paying for any Services provided under this Agreement, the requested Services (along with Provider's cost estimate and a list of the number and types of equipment to be used) must be approved in writing before any work is performed.

In performing services under this Agreement, Provider shall comply with all County instructions and with any plans or specifications provided by the County. The compensation to be provided to Provider pursuant to Item 3 of this Contract, shall be deemed to fully compensate Provider for the Services and for all costs and expenses incurred by Provider, including (by example only) equipment costs, fuel, and labor costs.

Any work performed by Provider for the County or at the County's request while this Agreement is in effect will be governed by this Agreement unless the County and the Provider have signed another written contract to govern that work.

2. **Term.** The term of this Agreement shall remain in effect until it terminates on FEBRUARY 1, 2025.

3. **Payment to the Provider.** For each request for service made by the County, the County shall pay the Provider at an agreed upon amount approved in writing and signed before any work is performed. Each Service provided shall be known as a PURCHASE ORDER. Each purchase order shall have an amount NOT TO EXCEED. The County shall in no event be required to pay any amount beyond that specified in a written task.

**Notwithstanding any other provision of this Agreement, in no event shall the total amount paid by the County under this Agreement exceed Fifteen Thousand Dollars (\$15,000.00) in any single fiscal year (which runs from July 1 through June 30). Any services that exceed \$15,000 must be approved in a separate contract by the Yadkin County Board of Commissioners.**

In accordance with Item 3, Payment to the Provider, 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.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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**

YADKIN COUNTY  
PO BOX 220  
YADKINVILLE NC 27055  
DWAYNE STANLEY  
336-341-0528

A.1 AUTO GLASS INC DBA GLASS DOCTOR  
1719 SHACKTOWN ROAD  
YADKINVILLE NC 27055  
PHIL STANLEY  
336-679-3535

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

19. **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.

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

**THE COUNTY**

**THE PROVIDER**

BY: \_\_\_\_\_

BY: Phillip Stanley

Name: Lisa Hughes

Name: Phillip Stanley

Title: County Manager

Title: Owner

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

Lindsey M. Cearlock

Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance  
Department, email=lcearlock@yadkincountync.gov, c=US  
Date: 2020.01.30 12:40:52 -05'00'

Yadkin County Finance Officer

## YADKIN COUNTY AGENDA ABSTRACT

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

Public Buildings 2/7/20 Dwayne Stanley

**Request:**

Request to approve 5 General Service Contract with Spurlin Sign.

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

Yadkin County occasionally needs signs added throughout the County for our buildings. This contract will assure that signs can be added in a timely manner.

**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 annual budget appropriations for the Public Buildings Department.

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

Make a motion to...

... approve the 5 year General Service contract with Spurlin Signs.

**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

DATE: 1/22/20

**SECTION 1**

DEPARTMENT: PUBLIC BUILDINGS BUDGET CODE: VARIES

VENDOR NAME: SPURLIN SIGNS & AWNINGS POC: ROBBY SPURLIN PHONE: 336-352-5551

VENDOR MAIL ADDRESS: 121 HOUSTON ACRES LN

TOWN, STATE AND ZIP: DOBSON NC 27017 VENDOR ID: 1287

CONTRACT TERM: 5 (# of years) CONTRACT AMOUNT: \$ 15,000.00 MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	<b>DETAILS or QUESTIONS:</b> <b>GENERAL SERVICE CONTRACT FOR SIGNAGE</b>	DEPARTMENT COMPLETES
	Department Head Signature → <u>Dwayne Stanley</u> <small>Digitally signed by Dwayne Stanley DN: cn=Dwayne Stanley, o=Yadkin County, ou=Master/Proc, email=dstanley@yadkincountync.gov, c=US Date: 2020.02.04 11:49:49 -0500</small>	

**SECTION 2 - COUNTY MANAGER REVIEW**

MANAGER COMPLETES	County Manager's Signature → <u>Lisa L. Hughes</u> <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=llhughes@yadkincountync.gov, c=US Date: 2020.02.04 12:57:47 -0500</small>	MANAGER COMPLETES
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**SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)**

CLERK COMPLETES	LEGAL TASK ORDER #: <u>1325</u> TITLE: <u>Spurlin</u>	<u>Tanya Gentry</u> CLERK TO THE BOARD Signature <small>Digitally signed by Tanya Gentry DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration, email=lgentry@yadkincountync.gov, c=US Date: 2020.02.04 13:26:12 -0500</small>	CLERK COMPLETES
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**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: [Signature] DATE: 2-4-20

**II. INSURANCE**

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

INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 2/06/2020

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

IT DIRECTOR SIGNATURE: Dale Ring DATE: \_\_\_\_\_  
Digitally signed by Dale Ring  
DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountync.gov, c=US  
Date: 2020.02.06 13:26:12 -0500

**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: Requires a Purchase Order

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

FINANCE OFFICER SIGNATURE: [Signature] DATE: \_\_\_\_\_  
Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department,  
email=lcearlock@yadkincountync.gov, c=US  
Date: 2020.02.06 14:54:50 -0500

**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: \_\_\_\_\_

Document Fully Executed, Scanned and Posted on the County Website DATE: \_\_\_\_\_

CLERK SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**YADKIN COUNTY**  
**NORTH CAROLINA**

**AGREEMENT FOR GENERAL SERVICES**  
(Munis Contract Number)

This Agreement is made and entered into this 22nd day of JANUARY, 2020  
("Effective Date") between Yadkin County, North Carolina ("County") and  
SPURLIN SIGNS & AWNINGS ("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. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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.

For the County to be liable for paying for any Services provided under this Agreement, the requested Services (along with Provider's cost estimate and a list of the number and types of equipment to be used) must be approved in writing before any work is performed.

In performing services under this Agreement, Provider shall comply with all County instructions and with any plans or specifications provided by the County. The compensation to be provided to Provider pursuant to Item 3 of this Contract, shall be deemed to fully compensate Provider for the Services and for all costs and expenses incurred by Provider, including (by example only) equipment costs, fuel, and labor costs.

Any work performed by Provider for the County or at the County's request while this Agreement is in effect will be governed by this Agreement unless the County and the Provider have signed another written contract to govern that work.

2. **Term.** The term of this Agreement shall remain in effect until it terminates on FEBRUARY 1st, 2025.

3. **Payment to the Provider.** For each request for service made by the County, the County shall pay the Provider at an agreed upon amount approved in writing and signed before any work is performed. Each Service provided shall be known as a PURCHASE ORDER. Each purchase order shall have an amount NOT TO EXCEED. The County shall in no event be required to pay any amount beyond that specified in a written task.

**Notwithstanding any other provision of this Agreement, in no event shall the total amount paid by the County under this Agreement exceed Fifteen Thousand Dollars (\$15,000.00) in any single fiscal year (which runs from July 1 through June 30). Any services that exceed \$15,000 must be approved in a separate contract by the Yadkin County Board of Commissioners.**

In accordance with Item 3, Payment to the Provider, 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.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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  
DWAYNE STANLEY  
336-341-0528

THE PROVIDER

SPURLIN SIGNS & AWNINGS  
121 HOUSTON ACRES LN  
DOBSON NC 27017  
ROBBY SPURLIN  
336-352-5551

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

19. **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.

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

THE COUNTY

BY: \_\_\_\_\_  
Name: Lisa Hughes  
Title: County Manager

THE PROVIDER

BY: [Signature] - SPURLIN SIGNS  
Name: ROBBY SPURLIN  
Title: MANAGER

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

[Signature]  
Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance  
Department, email=lcearlock@yadkincountync.gov,  
c=US  
Date: 2020.02.06 14:55:28 -05'00'  
Yadkin County Finance Officer

# YADKIN COUNTY AGENDA ABSTRACT

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

Administration / February 10, 2020 / Lisa L. Hughes

**Request:**

Consider adopting a Resolution recognizing and celebrating the 100th Anniversary of women gaining the right to vote and the founding of the League of Women Voters in the United States and North Carolina.

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

The North Carolina League of Women Voters is encouraging all 100 counties to adopt a resolution recognizing and celebrating women gaining the right to vote and the founding of the League of Women Voters. The United States Congress passed the 19th Amendment in June 1919 and needed at least 36 states to ratify the vote. The 19th Amendment reached the North Carolina state legislature in August 2020 and 35 other states had already ratified it. Many Americans thought that North Carolina would become the 36th state to ratify it, but many state representatives could not agree on it. Tennessee became the 36th state to ratify the 19th Amendment and it became legal all across the country. It wasn't until 1971, fifty years later, that North Carolina ratified the 19th Amendment.

**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...

adopt the resolution recognizing and celebrating the 100th Anniversary of women gaining the right to vote and the founding of the League of Women Voters.

*Kevin Austin, Chairman of Board  
David Moxley, Vice Chairman  
Gilbert Hemric, Commissioner  
Marion Welborn, Commissioner  
Frank Zachary, Commissioner*



*Ed Powell, County Attorney  
Lisa Hughes, County Manager  
Tanya Gentry, Clerk to the Board*

**RESOLUTION OF THE YADKIN COUNTY BOARD OF COMMISSIONERS  
RECOGNIZING AND CELEBRATING THE 100<sup>TH</sup> ANNIVERSARY OF WOMEN GAINING  
THE RIGHT TO VOTE AND THE FOUNDING OF THE LEAGUE OF WOMEN VOTERS  
IN THE UNITED STATES AND IN NORTH CAROLINA.**

**WHEREAS**, an organized movement to enfranchise women began in July, 1848, at a convention in Seneca Falls, NY; and

**WHEREAS**, through the efforts of brave and courageous women referred to as suffragists who sacrificed family, their personal life, and their financial resources for over seventy years to gain equal rights for women, especially the right to vote; and

**WHEREAS**, women and men, black and white, supported the women's suffrage movement for women to gain the constitutional right of having a voice in making the laws that govern them; and

**WHEREAS**, the women's suffrage movement led to the passage of the 19<sup>th</sup> Amendment to the Constitution of the United States in 1919; with ratification by the states by the summer of 1920; and

**WHEREAS**, the National Women's Suffrage Association dissolved in 1920 to create the League of Women Voters of the US to register and educate all voters; and

**WHEREAS**, the League of Women Voters of North Carolina was launched on October 7, 1920, on the steps of the Guilford County Courthouse by Gertrude Weil, a politically active and tireless young woman from Goldsboro, NC; and

**WHEREAS**, more than 120,000 women were registered to vote in North Carolina by 1920; and

**WHEREAS**, women today constitute a majority vote in our state and in the US and are running for office in higher numbers and are more active in the election process than ever before in history; and

*Kevin Austin, Chairman of Board  
David Moxley, Vice Chairman  
Gilbert Hemric, Commissioner  
Marion Welborn, Commissioner  
Frank Zachary, Commissioner*



*Ed Powell, County Attorney  
Lisa Hughes, County Manager  
Tanya Gentry, Clerk to the Board*

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. That the Yadkin County Board of Commissioners declares that Yadkin County, North Carolina recognizes and celebrates the 100<sup>th</sup> anniversary of women gaining the right to vote and the founding of the League of Women Voters in the United States and in North Carolina.

Section 2. That the Yadkin County Board of Commissioners recognizes the impact that these historical accomplishments have had on citizen engagement and the civic life of the community, the state, and the nation.

Adopted the \_\_\_\_ day of \_\_\_\_\_ 2020 by the Yadkin County Board of Commissioners.

Attest:

\_\_\_\_\_  
Tanya Gentry  
Clerk to the Board

\_\_\_\_\_  
Kevin Austin  
Chairman  
Yadkin County Board of Commissioners

(Seal)

# YADKIN COUNTY AGENDA ABSTRACT

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

Finance / Lindsey Cearlock

**Request:**

To appropriate \$104,816 from the General Fund's fund balance to cover the cost of two new mini buses for Yadkin County Schools.

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

Yadkin County Schools requested funding for two new mini buses due to the high mileage, reliability and aging fleet of the activity buses.

**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 current Fund Balance appropriation of \$2,327,412 will increase by \$104,816

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

Make a motion to...

Appropriate \$104,816 of the General Fund's Fund Balance for two new mini buses for the Yadkin County Schools.



## **Calendar** **Notes:**

- 1) March 17, 2020 – Cooperative Extension Report to the People, 5:15pm
- 2) March 30, 2020 – Joint Meeting with the Board of Education in the Media Center of the Yadkin Early College. The meal will be served at 5:30pm and the meeting will start at 6:00pm.
- 3) April 10, 2020 – County Offices Closed for Good Friday.
- 4) April 23, 2020 – Joint Meeting with the Human Services Advisory Committee.
- 5) April 28, 2020 – NCACC District Meeting in Wilkes County, 5:00pm

# **Manager's Reports /** **Board Action**

# YADKIN COUNTY AGENDA ABSTRACT

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

Administration / February 13, 2020 / Lisa L. Hughes

**Request:**

Approve funding change request from New Horizons.

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

New Horizons receives fund directly from the Home Community Care Block Grant for In-Home Aid services, even though the County is the recipient of the Grant. The Board has authorized the County Manager to approve funding changes in the amount of \$5,000 or less. New Horizons has requested to move \$5,253 from Level II In-Home Aide services to Level III In-Home Aide services. This was discussed at the last Aging Planning Committee meeting.

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

No direct impact to the County budget and is within the Home Community Care Block Grant funding for New Horizons.

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

Make a motion to...

to approve New Horizon's funding request transferring \$5,254 from Level II services to Level III services.



**Manager's Budget Amendments**

**& Contracts**

**No Action Required**

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 1/28/20

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS BUDGET CODE: 1059000-56552

VENDOR NAME: A-1 AUTO GLASS INC DBA GLASS DOCTOR POC: PHIL STANLEY PHONE: 336-679-3535

VENDOR MAIL ADDRESS: 1719 SHACKTOWN ROAD

TOWN, STATE AND ZIP: YADKINVILLE NC 27055 VENDOR ID: 14494

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 375.00 MUNIS CONTRACT NO:

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DETAILS or QUESTIONS: RESET 5 WINDOWS AT NEW HEALTH / HOH BUILDING
Department Head Signature Dwayne Stanley

SECTION 2 - COUNTY MANAGER REVIEW
County Manager's Signature Lisa L. Hughes

SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)
LEGAL TASK ORDER #:
TITLE:
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: DATE:

II. INSURANCE
No Insurance Required Certificate attached and approved Hold contract pending receipt of certificate of insurance
INSURANCE CONSULTANT SIGNATURE: Mark Brandon Digitally signed by Mark Brandon Date: 2020.01.29 12:47:30 -05'00' DATE:

III. INFORMATION TECHNOLOGY
This document has been reviewed and approved by the IT Director as to technical content.
IT DIRECTOR SIGNATURE: Dale Ring Digitally signed by Dale Ring Date: 2020.01.29 12:51:21 -05'00' DATE:

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: Lindsey M. Carter Digitally signed by Lindsey Carter Date: 2020.01.29 15:23:09 -05'00' DATE:

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: NA
Document Fully Executed, Scanned and Posted on the County Website DATE:
CLERK SIGNATURE: Tanya Gentry Digitally signed by Tanya Gentry Date: 2020.01.30 15:02:57 -05'00' DATE:

YADKIN COUNTY  
NORTH CAROLINA

AGREEMENT FOR SERVICES

(Munis Contract Number) \_\_\_\_\_

This Agreement is made and entered into this 28 day of JANUARY, 20 20  
("Effective Date") between Yadkin County, North Carolina ("County") and  
A-1 AUTO GLASS INC DBA GLASS DOCTOR ("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. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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 \_\_\_\_.

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 8 of the Agreement.

3. Payment to the Provider.

The County shall pay the Provider \$ \_\_\_\_\_ every \_\_\_\_\_.

The County shall pay the Provider a total not to exceed the amount of \$ \$ 375.00 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.

In accordance with Item 3, Payment to the Provider, 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.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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  
DWAYNE STANLEY  
336-341-0528

THE PROVIDER

A 1 AUTO GLASS INC DBA GLASS DOCTOR  
1719 SHACKTOWN ROAD  
YADKINVILLE NC 27055  
PHIL STANLEY  
336-679-3535

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

19. **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.

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

THE COUNTY

BY:

Name: Lisa Hughes

Title: County Manager

THE PROVIDER

BY:

Name: Phillip Stanley

Title: Owner

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

*Lisa M. Cochran*  
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.)

GLASS DOCTOR TO RESET 5 WINDOWS AND CORRECT ISSUE FROM HAPPENING IN FUTURE.

**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

DATE: 1/14/2020

**SECTION 1**

DEPARTMENT: PUBLIC BUILDINGS BUDGET CODE: 1059000-56552

VENDOR NAME: SPURLIN SIGNS & AWNINGS POC: ROBBY SPURLIN PHONE: 336-352-5551

VENDOR MAIL ADDRESS: 121 HOUSTON ACRES LN

TOWN, STATE AND ZIP: DOBSON NC 27017 VENDOR ID: 1287

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 4,482.00 MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

COMPLETION COMPLETES	DETAILS or QUESTIONS: <b>ADD SIGNAGE TO COURTHOUSE</b>		DEPARTMENT COMPLETES
	Department Head Signature →	<u>Dwayne Stanley</u> <small>Digitally signed by Dwayne Stanley DN: cn=Dwayne Stanley, o=Yadkin County ou=Mainframe, email=DStanley@yadkincounty.gov, c=US Date: 2020.01.29 11:37:45 -0500</small>	

**SECTION 2 - COUNTY MANAGER REVIEW**

MANAGER COMPLETES	County Manager's Signature →		MANAGER COMPLETES
		<u>Lisa L. Hughes</u> <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=llhughes@yadkincounty.gov, c=US Date: 2020.01.29 17:04:03 -0500</small>	

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

CLERK COMPLETES	LEGAL TASK ORDER #: _____	CLERK TO THE BOARD Signature	CLERK COMPLETES
	TITLE: _____		

**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: \_\_\_\_\_ DATE: \_\_\_\_\_

**II. INSURANCE**

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

INSURANCE CONSULTANT SIGNATURE: Mark Brandon Digitally signed by Mark Brandon  
Date: 2020.01.30 09:03:18 -0500 DATE: \_\_\_\_\_

**III. INFORMATION TECHNOLOGY**

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

IT DIRECTOR SIGNATURE: Dale Ring Digitally signed by Dale Ring  
DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincounty.gov,  
c=US  
Date: 2020.01.29 12:29:55 -0500 DATE: \_\_\_\_\_

**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: Lindsay Coarick Digitally signed by Lindsay Coarick  
DN: cn=Lindsay Coarick, o=Yadkin County, ou=Finance Department,  
email=lcoarick@yadkincounty.gov, c=US  
Date: 2020.01.30 12:28:51 -0500 DATE: \_\_\_\_\_

**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: NA

Document Fully Executed, Scanned and Posted on the County Website DATE: \_\_\_\_\_

CLERK SIGNATURE: Janya Bentley DATE: 1/30/20

**YADKIN COUNTY**  
**NORTH CAROLINA**

**AGREEMENT FOR SERVICES**

(Munis Contract Number) \_\_\_\_\_

This Agreement is made and entered into this 14th day of JANUARY, 20 20  
("Effective Date") between Yadkin County, North Carolina ("County") and  
SPURLIN SIGNS & AWNINGS ("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. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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\_\_\_\_.
- 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 8 of the Agreement.

3. Payment to the Provider.

- The County shall pay the Provider \$ \_\_\_\_\_ every \_\_\_\_\_.
- The County shall pay the Provider a total not to exceed the amount of \$ 4,482.00 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.

In accordance with Item 3, Payment to the Provider, 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.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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  
DWAYNE STANLEY  
336-341-0528

THE PROVIDER

SPURLIN SIGN & AWNINGS  
121 HOUSTON ACRES LN  
DOBSON NC 27017  
ROBBIE SPURLIN  
336-352-5551

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



# YADKIN COUNTY AGENDA ABSTRACT

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

Administration / 2-6-2020 / Tanya Gentry

**Request:**

Reappointments for the Yadkin County Tourism Development Authority.

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

The Yadkin County Tourism Development Authority requested that Cindy Shore, with Sanders Ridge Vineyards, and Dr. Wayne Matthews, with the Yadkin Center of SCC, be reappointed to serve another three year term. Their current terms expire February 28, 2020.

**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...

reappoint Cindy Shore and Dr. Wayne Matthews to the Yadkin County Tourism Development Authority for a three year term expiring February 28, 2023.

## Tanya Gentry

---

**From:** Jamie Johnston <jamie1@yadtel.net>  
**Sent:** Thursday, February 6, 2020 11:13 AM  
**To:** Tanya Gentry  
**Subject:** TDA Reappointments

Good Morning Tanya,

We respectfully request that Cindy Shore with Sanders Ridge Vineyards and Dr. Wayne Matthews with Yadkin Center of SCC be reappointed to the Yadkin County Tourism Development Authority. Their current term will be expire on February 28, 2020 and so we ask that they be reappointed for another three year term.

Please let me know if you need anything else or have any questions!

Thanks,  
Jamie Johnston  
Yadkin Chamber