"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."

**AGENDA**

<table>
<thead>
<tr>
<th>NO.</th>
<th>TIME</th>
<th>ITEM</th>
<th>PRESENTER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td></td>
<td>Invocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>9:00am</td>
<td>Call to Order</td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>9:01am</td>
<td>Pledge of Allegiance</td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>IV.</td>
<td>9:05am</td>
<td>Adjustments/Adoption of Agenda</td>
<td>The Board</td>
<td></td>
</tr>
<tr>
<td>V.</td>
<td>9:10am</td>
<td>Public Comments</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Special Note:</strong> The public is asked to limit comments to no more than 5 minutes. Comments must be made in a civil and calm manner. There is a limit of no more than 2 speakers “for” and 2 speakers “against” any particular issue, but the issue must relate to matters that are within the authority or jurisdiction of the Board of Commissioners. Comments must be made to the Board as a whole and not towards Commissioners individually. Any issue requiring an actual vote of the Board may not be considered, at the earliest, until the next Regular Meeting. Finally, the Board may vote to amend these rules under unique circumstances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI.</td>
<td>9:15am</td>
<td>Approval of Minutes:</td>
<td>The Board</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 21, 2022 – Regular Session</td>
<td></td>
<td>4-12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 21, 2022 – Closed Session</td>
<td></td>
<td>13-14</td>
</tr>
<tr>
<td>VII.</td>
<td>9:20am</td>
<td>Reports/Requests of the Board:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>I) Robert Hagemann Report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII.</td>
<td>9:30am</td>
<td>Consent Agenda:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>I) Budget Amendments for:</td>
<td></td>
<td>15-23</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Human Services/WIC Funds.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Finance/EMS Insurance Payment.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2) Approve Carl Rose & Sons Contract for Parking Lot Patch and/or Resurface Services.
3) Approve Industrial Solutions Roofing Contract for Repair Services.
4) Approve Ronald J Davis Contract Amendment to Increase Contract Amount.
5) Approve NC Association of Local Health Directors Agreement for Reaccreditation Services.
6) Approve Winston Salem State University Clinical Affiliation Agreement for Student Interns.
7) Approve Watershed Rehabilitation Planning for Deep Creek Watershed Structures Project Ordinance Amendment.
8) Adopt Resolution Supporting the Asset Inventory and Assessment Grant Application.
9) Adopt Resolution Supporting the Viable Utility Reserve Funding Grant Application.
10) Approve Jonesville Jubilee Celebration Fireworks Display Permit.

**Public Hearing/Action to Set Public Hearing:**

**Special Note:** Comments are limited to 15 minutes ‘for’ and 15 minutes ‘against’ any one issue with an additional 15 minutes for administrative discussion.

1) Set a Public Hearing to Consider Rezoning PIN# 5868848176 from CB to RA.

**Board Action:**

1) Proclaim April 2022 Child Abuse Prevention Month.

**Calendar Notes:**

1) April 15, 2022 – County Offices Closed for Good Friday.
2) April 18, 2022 – Cooperative Extension Annual Report to the People will be held 5:15pm in the Yadkin County Agricultural & Educational Building.

**Manager’s Reports / Board Action:**

1) None.

**Manager’s Budget Amendments & Contracts / No Action Required:**

1) Human Services/WIC Funds Transfer ($100).
2) Surry Chemicals Contract for Diesel Exhaust Fluid
Services.
3) WIFM Radio Contract for Opioid/Prescription Drug Awareness Advertisement Services.

XIV. 9:55am Board Vacancies/Appointments: Clerk, Tanya Gentry
1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Advisory Committee.

XV. 10:00am Commissioner Comments The Board
(Commissioner Henric went first last time)

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

CLOSED SESSION
Pursuant to NCGS 143-318.1(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.

XVII. Adjournment

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

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

Request:
Authorize the attached budget amendments.

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

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

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

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

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

**DEPARTMENT:** HSA/WIC

**DEPARTMENT HEAD SIGNATURE:** Jessica O. Wall, MPH

**DATE:** 03/17/2022

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIC Client Services Revenue</td>
<td>1045167-44208</td>
<td>141,682</td>
<td>1265</td>
<td>142,947</td>
</tr>
<tr>
<td>WIC Client Services Supplies/Materials</td>
<td>1055167-52010</td>
<td>2048</td>
<td>1265</td>
<td>3313</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Additional State Funds for the WIC Program

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

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

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

**DEPARTMENT:** Finance

**DEPARTMENT HEAD SIGNATURE:**

**DATE:** 03/30/2022

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Payments</td>
<td>1044000-48500</td>
<td>32,294</td>
<td>76,909</td>
<td>109,203</td>
</tr>
<tr>
<td>EMS Vehicle</td>
<td>1054330-56100</td>
<td>267,850</td>
<td>76,909</td>
<td>344,759</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Insurance payment for totaled 2013 Chevy 3500 EMS Supervisor’s Truck

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

**Chairman**
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings 3/22/22 Dwayne Stanley

Request:
Request to approve Contract with Carl Rose & Sons to patch and or re-surface parking lots.

Background: (Justification for request, please be specific)
On the old Co-op / Ag Building the County had the existing gutters piped into a 6" PVC pipe and these to the storm drain in the Planning Permits parking lot. The new sheriff's office, during construction, the asphalt was cut for the sewer line to be attached to the town. The old sheriff's office had sewer issues under the floor and the floor was removed and new sewer lines were run to the town sewer. The lower level of the old AOA, the county had the retaining wall reconstructed. This required 6 foot of the asphalt to be removed for the footing to be poured. All of these areas will be either patched or resurfaced by Carl Rose & Sons.

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

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
... approve the contract with Carl Rose & Sons for paving services.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**DATE:** 3/17/22

**SECTION 1**

DEPARTMENT: PUBLIC BUILDINGS  BUDGET CODE: 1059000-56552

VENDOR NAME: CARL ROSE & SONS INC  POC: JOEL GREENE  PHONE: 336-957-6625

VENDOR MAIL ADDRESS: PO BOX 786

TOWN, STATE AND ZIP: ELKIN NC 28621  VENDOR ID: 59

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $26,542.50  MUNIS CONTRACT NO:

<table>
<thead>
<tr>
<th>DETAILS or QUESTIONS:</th>
<th>DEPARTMENT COMPLETES</th>
</tr>
</thead>
<tbody>
<tr>
<td>PATCH AND RESURFACE PARKING LOT LOCATED AT PLANNING PERMITS.</td>
<td></td>
</tr>
<tr>
<td>PATCH PARKING LOT LOCATED AT OLD SHERIFF'S OFFICE AND AT OLD AOA BUILDING</td>
<td></td>
</tr>
</tbody>
</table>

Department Head Signature  

3/17/2022

**SECTION 2 - COUNTY MANAGER REVIEW**

**MANAGER COMPLETES**

County Manager’s Signature  

3/17/2022

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

**CLERK COMPLETES**

LEGAL TASK ORDER #: 1628  

TITLE: Carl Rose & Sons

3/21/2022

**SECTION 4 - Contract Control Form**

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

I. ATTORNEY

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

ATTORNEY SIGNATURE:  

DATE: 3/21/2022

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE:  

DATE: 3/21/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE:  

DATE: 3/21/2022

IV. FINANCE OFFICER

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

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

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

NOTES:

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

FINANCE OFFICER SIGNATURE:  

DATE: 3/22/2022

V. CLERK TO BOARD

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

APPROVED BY THE BOC  ☐ YES  ☑ NO  DATE:  

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

CLERK SIGNATURE:  

DATE:  

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

25
YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Menis Contract Number) __________

This Agreement is made and entered into this 17 day of MARCH, 2022
(“Effective Date”) between Yadkin County, North Carolina (“County”) and
CARL ROSE & SONS 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.

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

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

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

This Agreement shall end on ________________________, 20____.

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

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

3. **Payment to the Provider.**

The County shall pay the Provider $____________ every ________________________.

X The County shall pay the Provider a total not to exceed the amount of $26,542.50 for
all Services performed under this Agreement. The Provider will invoice the County for
Services as they are performed, but no more frequently than monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BY: ____________________________

Name: ____________________________

Title: ____________________________

THE PROVIDER

BY: ____________________________

Name: Joel Greene

Title: Esitmator

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

Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings 3/22/22 Dwayne Stanley

Request:
Request to approve Contract with Industrial Solutions Roofing for roof repair.

Background: (Justification for request, please be specific)
Yadkin County is in process of remodeling the old Zachary & Zachary building. The roof on the rear of the building has leaked for so long the wood has deteriorated and is in need of major repair. Industrial Solutions Roofing will replace the bad wood, insulation board and EPDM rubber roofing.

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

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
... approve the contract with Industrial Solutions Roofing.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 3/18/22

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS
BUDGET CODE: 1059000-56552

VENDOR NAME: Industrial Solutions Roofing
OC: Greg Huffman
PHONE: 3363145231

VENDOR MAIL ADDRESS: 1545 Hoots Rd

TOWN, STATE AND ZIP: Yadkinville, NC 27055
VENDOR ID: 797

CONTRACT TERM: 1 (# of years)
CONTRACT AMOUNT: $7500.00
MUNIS CONTRACT NO:

NEW CONTRACT
CONTRACT RENEWAL
AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
INDUSTRIAL ROOFING WILL REPLACE BAD DECKING, INSTALL NEW PLYWOOD AND INSTALL NEW EPDM ROOFING.

Department Head Signature

3/18/2022

Dwayne Stanley

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature

3/18/2022

Lisa Hughes

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1629
TITLE: Industrial Roofing

3/21/2022

Janya Henry

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: 3/21/2022

II. INSURANCE

No Insurance Required

Certificate attached and approved

Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE: W.M. Ireland

DATE: 3/21/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: Steven Kadiff

DATE: 3/21/2022

IV. FINANCE OFFICER

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

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

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

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

FINANCE OFFICER SIGNATURE: Lindsay Larchek

DATE: 3/22/2022

V. CLERK TO BOARD

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

APPROVED BY THE BOC YES NO DATE:

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

CLERK SIGNATURE:

DATE:
YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) ______________

This Agreement is made and entered into this 18 day of MARCH, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and INDUSTRIAL SOLUTIONS ROOFING _____________________________ ("Provider").

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

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

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

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

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

This Agreement shall end on __________________________, 20__.

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

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

3. **Payment to the Provider.**

The County shall pay the Provider $____________ every ____________________________.

X The County shall pay the Provider a total not to exceed the amount of $75,000.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BY: ________________________
Name: ________________________
Title: ________________________

THE PROVIDER

BY: ________________________
Name: Greg Huffman
Title: President

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

Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Yadkin County Human Services Agency / 03/25/2022  Robin Yarboro

Request:
This request is for the Yadkin County Board of County Commissioners to approve the Amendment with Ronald J. Davis for the purpose of providing counseling to families and children that are either in foster care or are involved with child protective services with the Yadkin County Human Services Agency.

Background: (Justification for request, please be specific)
Ronald J. Davis will provide counseling to families and children that are either in foster care or are involved with child protective services with the Yadkin County Human Services Agency in their efforts to: (a). prevent children from entering the County placement authority where appropriate; (b) reduce the length of stay of children in County placement authority; and (c) prevent children from reentry into County placement authority. Contractor will also facilitate Child & Family Team meeting in cases that the County identifies.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
$7,000.00 105532051731, original approved contract amount. Amendment to increase contract by $3,500.00 for a contract total of $10,500.00. It is unknown the budget need for FY 2023 at this time.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Motion for the Board of County Commissioners to approve the contract renewal with Ronald J. Davis and authorize the County Manager to sign the Amendment.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: Yadkin County H.S.A  BUDGET CODE: 1055320-51731

VENDOR NAME: Ronald J. Davis  POC: Ron Davis  PHONE: 336-463-5393

VENDOR MAIL ADDRESS: 2249 Harmon Road
TOWN, STATE AND ZIP: Yadkinville, NC 27055  VENDOR ID: 12435

CONTRACT TERM: 1yr (# of years)  CONTRACT AMOUNT: $10,500.00  MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
Amendment to increase contract, due to the increased need for family and children's counseling services in child welfare.

Department Head Signature:  

3/23/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES: County Manager's Signature

3/23/2022

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

CLERK COMPLETES: LEGAL TASK ORDER #: 1632

TITLE: Ronald Davis

3/23/2022

SECTION 4 - Contract Control Form

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

I. ATTORNEY

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

ATTORNEY SIGNATURE:  

DATE: 3/23/2022

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE:  

DATE: 3/23/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE:  

DATE: 3/23/2022

IV. FINANCE OFFICER

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

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

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

FINANCE OFFICER SIGNATURE:  

DATE: 3/23/2022

V. CLERK TO BOARD

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

APPROVED BY THE BOC:  YES  NO  DATE:  

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

CLERK SIGNATURE:  

DATE:  

Yadkin County RE Contract Control Form (rev: 10/20/15)
Contract Amendment  
Yadkin County Department of Social Services  

Fiscal Year Begins July 1st End June 30th  
Contract #_2022171  
Amendment #______  

SECTION I  
Agency Yadkin County H.S.A.  
Program: Child Welfare  
Effective Period of the Contract: July 1, 2021 to June 30, 2022  

This Contract Amendment amends the contract between the Yadkin County Department of Social Services (the "County") and Ronald J. Davis (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.  

SECTION II  
Justification/Change to Contract:  
Due to the increased need for family and children's counseling, in Child Welfare. We need to increase the amount of the contract by $3,500.00, for a total of $10,500.00.  

SECTION III  
All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective __________.  

Contractor  
By:  
Title:  
Date: 3/21/22  

County  
By:  
Title:  
Date:  

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.  
Attest:  
Yadkin  
County:  
Title: Finance  
Signature:  
Date: 3/23/2022  

Contract-Amendment (07/08)
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Yadkin County Human Services Agency Medical Clinic / 03/29/2022 Trish Belton

Request:
This request is for the Yadkin County Board of County Commissioners to approve the North Carolina Association of Local Health Directors (NCALHD) and the Yadkin County Human Services Agency (Medical Clinic)

Background: (Justification for request, please be specific)
The NC Association of Local Health Directors shall ensure that Yadkin County receives Accreditation and Re-Accreditation Services from the Institute of Public Health as required in NCGS 130A-34.1 and 10A NCAC 48A.0101-.0205.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year's amount)
$6500 for FY 22 and FY 23. A budget amendment has been submitted to cover the cost of the invoice.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
Motion for the Board of County Commissioners to approve the Agreement with North Carolina Association of Local Health Directors (NCALHD) and approve the County Manager to sign the Agreement.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**SECTION 1**

<table>
<thead>
<tr>
<th>DEPARTMENT: HSA/Health</th>
<th>BUDGET CODE: 1055110-55500</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR NAME: NCALHD</td>
<td>POC: Becky Hughes</td>
</tr>
<tr>
<td>PHONE: 919-828-6201</td>
<td></td>
</tr>
<tr>
<td>VENDOR MAIL ADDRESS: 222 N. Person Street, Suite 208</td>
<td></td>
</tr>
<tr>
<td>TOWN, STATE AND ZIP: Raleigh, NC 27601</td>
<td>VENDOR ID: 11792</td>
</tr>
<tr>
<td>CONTRACT TERM: 1 (# of years)</td>
<td>CONTRACT AMOUNT: $6500</td>
</tr>
<tr>
<td>NEW CONTRACT</td>
<td>CONTRACT RENEWAL</td>
</tr>
</tbody>
</table>

**DETAILS or QUESTIONS:**
FY 2022-FY 2023 Mandatory re-accreditation services for local health departments

Department Head Signature: Jessica Wall
Date: 3/9/2022

**SECTION 2 - COUNTY MANAGER REVIEW**

<table>
<thead>
<tr>
<th>MANAGER COMPLETES</th>
<th>County Manager's Signature: Lisa Hughes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 3/16/2022</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>CLERK COMPLETES</th>
<th>LEGAL TASK ORDER #: 1627</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE: NCALHD</td>
<td>Signature: Janya Henry</td>
</tr>
<tr>
<td>Date: 3/21/2022</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 4 - Contract Control Form**

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

**I. ATTORNEY**

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

ATTORNEY SIGNATURE: Edward Powell
Date: 3/21/2022

**II. INSURANCE**

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

INSURANCE CONSULTANT SIGNATURE: VM Irland
Date: 3/21/2022

**III. INFORMATION TECHNOLOGY**

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

IT DIRECTOR SIGNATURE: Steven Potziff
Date: 3/28/2022

**IV. FINANCE OFFICER**

- [X] YES
  - [NO] Sufficient funds are available in the proper category to pay for this expenditure.
- [ ] NO
  - [NO] This contract is conditional upon appropriation by the BOC for sufficient funds
  - [NO] A budget amendment is attached as required for approval of this agreement.

FINANCE OFFICER SIGNATURE: Lindsey Quarter
Date: 3/28/2022

**V. CLERK TO BOARD**

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

APPROVED BY THE BOC [ ] YES [ ] NO DATE: 

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

CLERK SIGNATURE: 
Date:
This Agreement is made and entered into this 9th day of March, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and North Carolina Association of Local Health Directors ("Provider").

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

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

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

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

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

   X This Agreement shall end on June 30, 2022.

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

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

3. **Payment to the Provider.**

   The County shall pay the Provider $___________ every ________________.

   X The County shall pay the Provider a total not to exceed the amount of $6,500.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>THE COUNTY</th>
<th>THE PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Wall, Director</td>
<td>______________________</td>
</tr>
<tr>
<td>P.O. Box 548</td>
<td>______________________</td>
</tr>
<tr>
<td>Yadkinville, NC 27055</td>
<td>______________________</td>
</tr>
<tr>
<td>336-849-7910</td>
<td>______________________</td>
</tr>
<tr>
<td><a href="mailto:jwall@yadkincountync.gov">jwall@yadkincountync.gov</a></td>
<td>______________________</td>
</tr>
</tbody>
</table>

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

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

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

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

BY: __________________________
Name: ________________________
Title: _________________________

THE PROVIDER

BY: __________________________
Name: Becky Hughes
Title: Finance Director

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

Yadkin County Finance Officer
Yadkin County Human Services Agency Medical Clinic / 03/29/2022 Trish Belton

**Request:**
This request is for the Yadkin County Board of County Commissioners to approve the Clinical Affiliation between Winston Salem State University (WSSU) and the Yadkin County Human Services Agency (Medical Clinic)

**Background:** (Justification for request, please be specific)
This agreement would allow WSSU to place School of Health Science students at the Yadkin County Medical Clinic to participate in non-treatment learning experiences.

**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…
Motion for the Board of County Commissioners to approve the Clinical Affiliation Agreement with Winston Salem State University and approve the County Manager to sign.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: HSA/Medical Clinic     BUDGET CODE: N/A


VENDOR MAIL ADDRESS: 601 S Martin Luther King Jr Drive

TOWN, STATE AND ZIP: Winston Salem, NC 27110      VENDOR ID: N/A

CONTRACT TERM: 5 (# of years)     CONTRACT AMOUNT: $ 0

NEW CONTRACT     CONTRACT RENEWAL     AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
Clinical Affiliation Agreement with Winston Salem State University

Department Head Signature → Jessica Wall

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature → Lisa Hughes

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1626     TITLE: WSSU

CLERK TO THE BOARD Signature → Janya Henry

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: 3/21/2022

II. INSURANCE

☐ No Insurance Required     X Certificate attached and approved

INSURANCE CONSULTANT SIGNATURE → DM Irland     DATE: 3/21/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE → Steven Rodiffi     DATE: 3/28/2022

IV. FINANCE OFFICER

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

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

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

FINANCE OFFICER SIGNATURE → Lindsey Gardner     DATE: 3/28/2022

V. CLERK TO BOARD

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

APPROVED BY THE BOC ☐ YES ☐ NO DATE:

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

CLERK SIGNATURE:

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

Department / Date Submitted to Clerk / Submitted by:

Finance - 03/30/2022 - Lindsey Cearlock

Request:
Approve amendment #1 to the Watershed Rehabilitation Planning for Deep Creek Watershed Structures 19A and 21.

Background: (Justification for request, please be specific)
Yadkin County Soil and Water received a grant through NCRS for the rehabilitation of Dams 19A and 21. They have received extra funds, in the amount of $17,560, to complete an environmental mussel survey within the vicinity of and downstream of Dams 19A and 21 along Cranberry Creek.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year’s amount)
Increase of grant funds by $17,560.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Approve Project Ordinance Amendment as presented.
County of Yadkin
Soil and Water
Watershed Rehabilitation Planning for Deep Creek Watershed Structures 19A & 21
Amendment # 1

BE IT ORDEIGNED by the Board of Commissioners, County of Yadkin, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes, the following Grant Project Ordinance is hereby adopted:

Section 1. The grant authorized is for rehabilitation planning for Deep Creek Watershed Structures 19A and 21

Section 2. The officers of this unit are hereby directed to proceed with the Grant within the terms of all grant documents or the budget contained herein.

Section 3. The following amounts are appropriated for the Watershed Rehabilitation:

<table>
<thead>
<tr>
<th>Planning and Design</th>
<th>$ 850,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Assistance</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Mussel Survey</td>
<td>$ 17,560.00</td>
</tr>
<tr>
<td></td>
<td>$ 897,560.00</td>
</tr>
</tbody>
</table>

Section 4. The following revenues are anticipated to be available to complete the Watershed Rehabilitation:

| NRCS Grant | $ 897,560 |
|           | $ 897,560 |

Section 5. The Finance Officer is hereby directed to maintain with the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the grantor agency, the financing agreements, and federal regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Parks & Recreation Director is directed to report, on a quarterly basis, on the financial status of each project element listed above and on the total grant revenues received or claimed.

Section 8. Copies of this Grant Project Ordinance shall be furnished to the Clerk to the Board, and to the Finance Officer for direction in carrying out this grant.

Adopted this the 4th day of April, 2022.

____________________________________________________________________________________
Kevin Austin, Chairman
Board of Commissioners

____________________________________________________________________________________
Tanya Gentry
Clerk to the Board
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
water, 3/25/2022, Drew Hinkle

Request:
Approve the resolutions supporting an application the the North Carolina Department of Environmental Quality for the Asset Inventory and Assessment Grant

Background:(Justification for request, please be specific)
NCDEQ through the Viable Utility Reserve, is awarding grants to distressed water systems across the state. The total funding available through the VUR is $150,000 per project that is authorized. As a distressed system, Yadkin County would qualify for funding for an Asset Inventory and Assessment Grant to examine all of Yadkin County Water and Wastewater.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
If awarded, this grant could potentially cover $150,000 for the project

Motion:(Please type a recommended motion for Board consideration)
Make a motion to…
adopt the resolutions authorizing the application to the NCDEQ, Department of Water Infrastructure Asset Inventory and Assessment Grant.
WHEREAS, Session Law 2020-79 was signed into law on July 1, 2020 to improve viability of the water and wastewater systems of certain units of local government; the Viable Utility Reserve was established in the Water Infrastructure fund to be used for grants to include the study of rates, asset inventory and assessment and/or merger and regionalization options; the State Water Infrastructure Authority and the Local Government Commission have developed criteria to assess local government units and identify distressed units, and

WHEREAS, Yadkin County has been designated as a distressed unit and intends to conduct an Asset, Inventory and Assessment Study, and

WHEREAS, Yadkin County has need for state grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE YADKIN COUNTY BOARD OF COMMISSIONERS:

That Yadkin County, the Applicant, will complete the viable utility requirements in §159G-45(b) by:

1. Conducting an asset assessment and rate study. (Recently completed asset assessment or rate studies may be sufficient to meet this requirement.)
2. Participate in a training and educational program.
3. Develop a short-term and long-term action plan considering all of the following:
   a. Infrastructure repair, maintenance, and management.
   b. Continuing education of the governing board and system operating staff.
   c. Long-term financial management plan.

That Yadkin County, the Applicant, acknowledges that the State Water Infrastructure Authority and Local Government Commission can impose specific conditions on grants from the Viable Utility Reserve.

That the Applicant will provide adequate access to staff, documents, equipment, and other resources pertinent to complete the project, and upon completion of the project provide good faith effort to implement the short-term and long-term plan to achieve viable utility infrastructure measures.

That Lisa Hughes, County Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a (grant) to aid in the completion of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto. Adopted this the 4th day of April 2022 at Yadkinville, North Carolina.

__________________________________________________________
(Signature of Chief Executive Officer)

___________________________________________
(Title)
CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Yadkin County Board of Commissioners duly held on the 4th day of April 2022 and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ________ day of _______________, 20____.

______________________________
(Signature of Recording Officer)

______________________________
(Title of Recording Officer)
RESOLUTION BY YADKIN COUNTY BOARD OF COMMISSIONERS

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of (state whether a wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, other “green” project, drinking water treatment works, and/or drinking water distribution system), and

WHEREAS, Yadkin County has need for and intends to Conduct an Asset, Inventory and Assessment Study, and

WHEREAS, Yadkin County intends to request grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE YADKIN COUNTY BOARD OF COMMISSIONERS:

That Yadkin County, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Lisa Hughes, County Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 4th day of April, 2022 at Yadkinville, North Carolina.

(Signature of Chief Executive Officer)

(Title)
CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Yadkin County Board of Commissioners duly held on the________ day of _______________, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.
IN WITNESS WHEREOF, I have hereunto set my hand this _______ day of _______________, 20____.

(Signature of Recording Officer)

>Title of Recording Officer)
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
water, 3/25/2022, Drew Hinkle

Request:
Approve the resolutions supporting an application to the North Carolina Department of Environmental Quality for Viable Utility Reserve Funding.

Background: (Justification for request, please be specific)
NCDEQ through the Viable Utility Reserve, is awarding grants to distressed water systems across the state. The total funding available through the VUR is $15 million per project that is authorized. As a distressed system, Yadkin County would qualify for funding for the Brooks Cross Roads Sewer Expansion project increasing viability of our water/wastewater systems.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount) 
If awarded, this grant could potentially cover 100% of expenses for the project

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
adopt the resolutions authorizing the application to the NCDEQ, Department of Water Infrastructure Viable Utility Reserve for funding.
WHEREAS, Session Law 2020-79 was signed into law on July 1, 2020 to improve viability of the water and wastewater systems of certain units of local government; the Viable Utility Reserve was established in the Water Infrastructure fund to be used for grants to include the study of rates, asset inventory and assessment and/or merger and regionalization options; the State Water Infrastructure Authority and the Local Government Commission have developed criteria to assess local government units and identify distressed units, and

WHEREAS, Yadkin County has been designated as a distressed unit and intends to construct a wastewater expansion system in the Brooks Crossroads area, and

WHEREAS, Yadkin County has need for state grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE YADKIN COUNTY BOARD OF COMMISSIONERS:

That Yadkin County, the Applicant, will complete the viable utility requirements in §159G-45(b) by:

1. Conducting an asset assessment and rate study. (Recently completed asset assessment or rate studies may be sufficient to meet this requirement.)
2. Participate in a training and educational program.
3. Develop a short-term and long-term action plan considering all of the following:
   a. Infrastructure repair, maintenance, and management.
   b. Continuing education of the governing board and system operating staff.
   c. Long-term financial management plan.

That Yadkin County, the Applicant, acknowledges that the State Water Infrastructure Authority and Local Government Commission can impose specific conditions on grants from the Viable Utility Reserve.

That the Applicant will provide adequate access to staff, documents, equipment, and other resources pertinent to complete the project, and upon completion of the project provide good faith effort to implement the short-term and long-term plan to achieve viable utility infrastructure measures.

That Lisa Hughes, County Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a (grant) to aid in the completion of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto. Adopted this the 4th day of April 2022 at Yadkinville, North Carolina.

__________________________________________________________
(Signature of Chief Executive Officer)

___________________________________________
(Title)
CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Yadkin County Board of Commissioners duly held on the 4th day of April 2022 and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ________ day of ______________, 20____.

______________________________
(Signature of Recording Officer)

______________________________
(Title of Recording Officer)
RESOLUTION BY YADKIN COUNTY BOARD OF COMMISSIONERS

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of (state whether a wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, other “green” project, drinking water treatment works, and/or drinking water distribution system), and

WHEREAS, Yadkin County has need for and intends to conduct a wastewater expansion project in the Brooks Crossroads area, and

WHEREAS, Yadkin County intends to request grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE YADKIN COUNTY BOARD OF COMMISSIONERS:

That Yadkin County, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Lisa Hughes, County Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 4th day of April, 2022 at Yadkinville, North Carolina.

(Signature of Chief Executive Officer)

(Title)
CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Yadkin County Board of Commissioners duly held on the_______ day of ______________, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _______ day of ______________, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)
YADKIN COUNTY
AGENDA ABSTRACT

Request:
The approval of the Town of Jonesville Fire Works Display Permit for the Jonesville Jubilee Celebration.

Background: (Justification for request, please be specific)
The town of Jonesville traditional has a fire works display at their annual Jonesville Jubilee Celebration in May. They are working with the same Pyrotechnic Operator as usual and this vendor meets all of the requirements as before.

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 has no financial effect on the county except for the Level III inspector that will have to do the pre-shoot inspection and be present during the display event.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
To approve the Fire Works Display Permit for the Town of Jonesville Jubilee.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Central Permitting / 03/25/2022 / Seth Harris

Request:
To schedule a public hearing for the rezoning of a parcel located on Speas Ferry Road, being otherwise known as a portion of PIN#5868848176, from CB (Community Business) to RA (Rural Agricultural).

Background:(Justification for request, please be specific)
On February 28, 2022, Chad Wagoner submitted an application for rezoning a portion of PIN#5868848176 from CB (Community Business) to RA (Rural Agricultural).

This parcel is located in a Rural Agricultural area of Yadkin County as described in the 2011 Yadkin County Land Use Plan. The Planning Board met on Monday, March 14th, 2022 and voted to approve the request by a 5-0 vote.

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 budgetary effect.

Motion:(Please type a recommended motion for Board consideration)
Make a motion to…
Set a public hearing for Rezoning Case 22-01, PIN#5868848176, for Monday, April 18, 2022.
March 14, 2022

YADKIN COUNTY PLANNING BOARD

Statement of Zoning Consistency and Reasonableness pursuant to G.S. 160D-604(d)

Re: Proposed Rezoning of a portion of Parcel Identification Number (PIN) #5868848176, located on US 601 Highway, from the CB (Community Business) zoning district to the RA (Rural Agricultural) zoning district.

In addressing the application for rezoning, the board took into consideration the size of the parcel in question and the current use of neighboring parcels. It was determined the proposed zoning district is in the public interest due to being compatible with surrounding uses and consistent with development patterns of surrounding properties.

The Board determined that the parcel was located within a Rural Agricultural Area as shown in the 2011 Yadkin County Land Use Plan. The proposed single family residence would be in character for the surrounding area which includes low density residential and agricultural and therefore it was determined the request was consistent with the Land Use Plan.

We, the Planning Board, therefore consider the proposed rezoning to be compatible with surrounding land uses, in the public interest, and consistent with the Yadkin County Land Use Plan of 2011.

Signed: [Signature]
Chairman, Yadkin County Planning Board
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Request:
For the Yadkin County Board of County Commissioners to adopt the attached proclamation for April 2022 to be Child Abuse Prevention month in Yadkin County, North Carolina.

Background:(Justification for request, please be specific)
April is "Child Abuse Prevention" month in North Carolina. Our agency is responsible for protecting children that are abused, neglected and dependent. Events are planned in our County throughout the month of April to increase awareness of child abuse and neglect.

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…
For the Yadkin County Board of County Commissioners to make a motion to adopt the attached proclamation declaring April 2022 to be "Child Abuse Prevention" month in Yadkin County, North Carolina.
Child Abuse Prevention Month
Yadkin County Proclamation
April 2022

Whereas, children are vital to our state’s future success, prosperity, and quality of life as being our most vulnerable assets;

Whereas, all children deserve to have safe, stable, nurturing and healthy homes and communities that foster their well-being;

Whereas, child abuse and neglect is a public responsibility affecting both the current and future quality of life of a state and county;

Whereas, parents need support and resources to cope with stress and nurture their children to grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human services agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies and the business community;

Therefore, We do hereby proclaim April 2022 as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and business to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted by the Yadkin County Board of County Commissioners on April 4, 2022
Calendar
Notes:

1) April 15, 2022 – County Offices Closed for Good Friday.
2) April 18, 2022 – Cooperative Extension Annual Report to the People will be held 5:15pm in the Yadkin County Agricultural & Educational Building.
Manager’s Reports / Board Action
Manager’s Budget Amendments

& Contracts

No Action Required
## County Manager Fund Transfers

<table>
<thead>
<tr>
<th>Department</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Services/WIC</td>
<td></td>
</tr>
<tr>
<td>Travel &amp; Training</td>
<td>Transfer of funds needed for supplies.</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>(100)</td>
</tr>
<tr>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: Emergency Services  
BUDGET CODE: 1054330-52350

VENDOR NAME: Surry Chemicals Inc  
POC: Roger Gravelly  
PHONE: 336-786-4607

VENDOR MAIL ADDRESS: P.O. Box 1447

TOWN, STATE AND ZIP: Mount Airy, NC 27030

CONTRACT TERM: 1 (# of years)  
CONTRACT AMOUNT: $4,000.00

NEW CONTRACT  X  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
This is the vendor that is used to purchase bulk diesel exhaust fluid for our diesel engines.

Department Head Signature  
Date: 3/8/2022

SECTION 2 - COUNTY MANAGER REVIEW

COUNTY MANAGER'S SIGNATURE  
Date: 3/15/2022

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

LEGAL TASK ORDER #: 1625
TITLE: Surry Chemicals

Clerk Signature  
Date: 3/15/2022

SECTION 4 - Contract Control Form

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

I. ATTORNEY

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

ATTORNEY SIGNATURE  
Date: 3/23/2022

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE  
Date: 3/29/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE  
Date: 3/29/2022

IV. FINANCE OFFICER

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

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

NOTES:  

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

FINANCE OFFICER SIGNATURE  
Date: 3/29/2022

V. CLERK TO BOARD

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

APPROVED BY THE BOC  
Date: 03/29/2022

Document Fully Executed, Scanned and Posted on the County Website  
Date: 03/29/2022

CLERK SIGNATURE  
Date: 3/29/2022
This Agreement is made and entered into this 3rd day of March 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and Surry Chemicals 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.

   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 set out herein. “Exhibit A” lists in detail the scope of services to be provided under this contract. Any changes to “Exhibit A” must be approved by the County Manager, in writing, prior to the service being provided.

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

   X This Agreement shall end on March 3, 2023.

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

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

3. **Payment to the Provider.**

   The County shall pay the Provider $___________ every ________________.

   X The County shall pay the Provider a total not to exceed the amount of $4,000.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

**THE COUNTY**

Yadkin County  
P.O. Box 220  
Yadkinville NC 27055

**THE PROVIDER**

Surry Chemicals Inc  
P.O. Box 1147  
241 Hickory Street

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

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

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

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

SECTION 1

DEPARTMENT: HSA/Health Education

BUDGET CODE: 1055190-54400

VENDOR NAME IFM Radio

POC: Jennifer Chatham

PHONE: 336-835-2511

VENDOR MAIL ADDRESS: 813 N. Bridge Street

TOWN, STATE AND ZIP: Elkin, NC 28621

VENDOR ID: 2216

CONTR T RM: 1 (# of years) CONTRACT AMOUNT: $400

MUNIS CONTRACT NO:

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

X

DETAILS or QUESTIONS:

Radio advertisement for CDC advertisement on opioid/prescription drug awareness.

Department Head Signature →

3/17/2022

DEPARTMENT COMPLETES

MANAGER COMPLETES

3/17/2022

SECTION 2 - COUNTY MANAGER REVIEW

COUNTY MANAGER'S SIGNATURE

3/17/2022

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

X Certificate attached and approved

☐ Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE:

DATE:

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE:

DATE:

IV. FINANCE OFFICER

X 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.

FINANCE OFFICER SIGNATURE:

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 X YES ☐ NO DATE:

03/22/2022

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

03/22/2022

CLERK SIGNATURE:

DATE:

03/22/2022

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

FINANCE OFFICER SIGNATURE:

DATE:

03/22/2022

Yadkin County RE Contract Control Form (rev: 10/20/15) 168
YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) __________

This Agreement is made and entered into this 16th day of March, 2022 (“Effective Date”) between Yadkin County, North Carolina (“County”) and WIFM Radio (“Provider”).

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

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

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

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

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

☐ This Agreement shall end on _______________________, 20__.

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

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

3. **Payment to the Provider.**

☐ The County shall pay the Provider $____________ every ________________.

☒ The County shall pay the Provider a total not to exceed the amount of $400.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE COUNTY

Natalie Williams
P.O. Box 548
Yadkinville, NC 27055
336-849-7910
nwilliams@yadkincountync.gov

THE PROVIDER

Yadkin Valley Broadcasting
100.9 WIFM
PO BOX 1038
Elkin, NC 28621
336-835-2511
jchatham@wifmradio.com

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

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

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

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

BY: Lisa Hughes
Name: Lisa L. Hughes
Title: County Manager

THE PROVIDER

BY: Jennifer Chatham
Name: Jennifer Chatham
Title: GM

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

Yadkin County Finance Officer