

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

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

Monday, April 20, 2020

7:00pm

A G E N D A

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

As a courtesy to others, please turn off cell phones during the meeting.”

NO.	TIME	ITEM	PRESENTER	PAGE
I.		<u>Invocation</u>		
II.	7:00pm	<u>Call to Order</u>	Chairman Austin	
III.	7:01pm	<u>Pledge of Allegiance</u>	Chairman Austin	
IV.	7:05pm	<u>Adjustments/Adoption of Agenda</u>	The Board	
V.	7:10pm	<u>Public Comments</u> **Special Note: The public is asked to limit comments to no more than 5 minutes. Comments must be made in a civil and calm manner. There is a limit of no more than 2 speakers “for” and 2 speakers “against” any particular issue, but the issue must relate to matters that are within the authority or jurisdiction of the Board of Commissioners. Comments must be made to the Board as a whole and not towards Commissioners individually. Any issue requiring an actual vote of the Board may not be considered, at the earliest, until the next Regular Meeting. Finally, the Board may vote to amend these rules under unique circumstances.		
VI.	7:15pm	<u>Approval of Minutes:</u> March 16, 2020 – Regular Session March 16, 2020 – Closed Session March 18, 2020 – Recessed Session March 20, 2020 – Recessed Session March 24, 2020 – Recessed Session March 24, 2020 – Closed Session	The Board	4-10 11-14 15-18 19-21 22-27 28
VII.	7:20pm	<u>Reports/Requests of the Board:</u> 1) Coronavirus/COVID-19 Update. 2) 2019 Community Child Protection Team/Child Fatality Team Report.	Jessica Wall Kim Harrell	29 30-32

VIII.	7:30pm	<u>Consent Agenda:</u>	
		<ul style="list-style-type: none"> 1) Budget Amendments for: <ul style="list-style-type: none"> a) Finance/JCPC. 2) Approve Tax Adjustments & Refunds for March 2020. 3) Approve NC Tier II Noncompetitive Grant Application Memorandum of Agreement. 4) Approve Pace Analytical Services Contract for General Services. 5) Ratify MuniBilling Contract Amendment to Add Online Payment Option. 6) Ratify Connect NC Grant Agreement Amendment to Extend the Grant Agreement for Six Months. 7) Adopt Proclamation Declaring April 2020 Child Abuse Prevention Month. 	<p>33-35</p> <p>36-39</p> <p>40-48</p> <p>49-56</p> <p>57-68</p> <p>69-70</p> <p>71-72</p>
IX.	7:35pm	<u>Public Hearing/Action to Set Public Hearing:</u>	
		<p>** Special Note: Comments are limited to 15 minutes 'for' and 15 minutes 'against' any one issue with an additional 15 minutes for administrative discussion.</p>	
		1) None.	
X.	7:35pm	<u>Board Action:</u>	County Manager, Lisa Hughes
		<ul style="list-style-type: none"> 1) Adopt Resolution to Extend The Scheduled Reappraisal to January 1, 2023. 2) Approve W. C. Construction Change Order #2 for Phase 2 of the Yadkin Memorial Park Project. 3) Authorize Negotiation of a Contract with Withers Ravenel for Water Regionalization Project Services. 4) Ratify Exclusion of Emergency Services, Human Services Agency, and Sheriff's Office Employees from FFCRA Provisions of the Emergency Paid Sick Leave and the Emergency Family Medical Leave Act, Except for the Three Qualifying Reasons Related to Their Own Health. 	<p>73-74</p> <p>75-77</p> <p>78</p> <p>79-84</p>
			Jason Walker
XI.	7:55pm	<u>Calendar Notes:</u>	
		<ul style="list-style-type: none"> 1) April 23, 2020 – The Joint Meeting with the Human Services Advisory Committee has been cancelled. 2) May 25, 2020 – County Offices Closed for Memorial Day. 	85
XII.	8:00pm	<u>Manager's Reports / Board Action:</u>	County Manager, Lisa Hughes
		1) None.	86

XIII.	8:05pm	<u>Managers Budget Amendments & Contracts / No Action Required:</u>	87-88
		<ul style="list-style-type: none"> 1) Solid Waste Funds Transfer (\$2,000). 2) Solid Waste Funds Transfer (\$450). 3) Human Services/DSS Funds Transfer (\$4,500). 4) Elections Funds Transfer (\$1,151). 5) Human Services /Health Funds Transfer (\$400). 6) Human Services/Supplies (\$1,500). 7) Sanpro Medical Waste Disposal Contract. 8) Foothills Construction Service Contract for Yadkin Memorial Park. 	89-96 97-104
XIV.	8:10pm	<u>Board Vacancies/Appointments:</u>	105
		<ul style="list-style-type: none"> 1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Committee. 2) Reappointment to Human Services Advisory Committee. 	Clerk, Tanya Gentry
XV.	8:15pm	<u>Commissioner Comments</u> (Commissioner Welborn went first last time)	The Board
XVI.	8:20pm	<u>Recess</u> <i>(Time may vary at discretion of Chairman Austin)</i>	106-111
		<p><u>CLOSED SESSION</u></p> <p>Pursuant to NCGS 143-318.11(a)(1)(3)(4)(5)(6) to discuss Personnel Matters and to Protect Personnel Information that is Confidential under NCGS 153A-98, and to discuss the potential Location or Expansion of Industries or other Businesses in the County, to Establish the County's Negotiating Position for Acquiring Real Property and to Instruct the County Staff on that Position, and to have a Privileged Consultation with our County Attorney and Pursuant to NCGS 131E-97.3 to discuss Confidential Competitive Health Care Information.</p>	
XVII.		<u>Adjournment</u>	

Special Note to the Public: Any individual with a disability who wishes to attend or participate in the Commission meeting is asked to contact the Office of the Clerk to the Board or the County Manager at 336-849-7900 no later than 12:00 noon on the Friday prior to the Monday meeting so that adequate plans for accommodation can be arranged.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Services/Tanya Gentry

Request:

Coronavirus/COVID-19 Update.

Background:(Justification for request, please be specific)

Jessica Wall will be providing the Board with a Coronavirus/COVID-19 Update.

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

NA.

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

Make a motion to...

NA.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Services Agency / 3/23/20 / Kim Harrell

Request:

To present the 2019 Community Child Protection Team/Child Fatality Prevention Team report to the Yadkin County Board of Commissioners/Board of Health

Background:(Justification for request, please be specific)

Per policy we are required to present the annual report of CCPT/CFPT to the Board of County Commissioners. A copy also has to be submitted to the state contact for CCPT and CFPT.

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...

N/A

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / Tanya Gentry

Request:

Authorize the attached budget amendments.

Background:(Justification for request, please be specific)

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

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

Varies depending upon the budget amendment.

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

Make a motion to...

approve the attached budget amendments as presented.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Tax Department/ 4-3-2020/Clayton Campbell

Request:

To approve tax adjustments and refunds for month of March 2020

Background:(Justification for request, please be specific)

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

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

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

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

Make a motion to...

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

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Emergency Services/EM / 1/2/2020

Request:

The approval of the North Carolina Tier II noncompetitive grant.

Background:(Justification for request, please be specific)

North Carolina charges fees for the registration and storage of certain Tier II hazardous materials. These fees are then dispersed to the counties that have active LEPC's and plans to mitigate issues involving the hazardous materials. These funds come in the form of the Tire II noncompetitive grant of \$1,000.00. Yadkin County has received these funds since this grant was established.

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 grant is used to offset the normal operating expenses of the LEPC and used to purchase equipment needed for the LEPC and EOC. These funds come in the form of a \$1,000.00 reimbursement grant.

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

Make a motion to...

To approve the grant application for the next Tier II Noncompetitive \$1,000.00 grant cycle and authorize the County Manager to sign it.

County of Yadkin

INTERNAL PROCESS TO DECIDE WHETHER GRANT APPLICATION IS APPROPRIATE

Department: Emergency Services/EM Staff Contact: Keith Vestal

Funding Source: North Carolina Emergency Management

Grant/Project Name: North Carolina Tier II Grant Non-Competitive

Date application due: 4/30/2020

This is a NEW or RECURRING Grant

Brief Project Summary:
Counties with active LEPC's are awarded funds totaling \$1,000.00. These funds are to be used in the operation of the county LEPS and is restricted to the purchase of certain items.

Has the department received funding from this source in the past? If so, list project name(s), amount(s), and date(s).
Yes. Tier II Non-Competitive LEPC Grant. We have received this funding over the past 5 years.

Maximum Amount Available from Funding Source: \$1,000.00

Anticipated Award Notification Date: TBA

Anticipated Grant Term: Start Date: 1/1/2020
Finish Date: 12/31/2020

Amount to be requested: \$1,000.00

Total Project Costs: None to Yadkin County

Does this grant have a match requirement: YES or NO

Does the amount of the match requirement or other grant requirements necessitate County approval prior to award? YES or NO

Eligible types of match:

Cash

In-kind services

- Land
- Equipment
- Other None

If the match is cash, where will the match come from? (Provide Account Number)

Is this project a cash award or reimbursement?
If this is a reimbursement grant, will funds be available?

Is this project included in:

- Departmental Budget
- Capital Improvements Plan

Grant funds will be used for the following: (check all that apply)

- Equipment
- Supplies
- Program Expenses
- Printing
- Personnel – current staff. No of staff _____ No of hours _____
- Personnel – to hire additional staff. No. of positions _____
- Capital (land, building, vehicles, etc.)
- Contracted Services

Other:

How will the program be funded after the grant expires?

This grant has been in place for five years and should be funded as long as fees are being charged for Tier II reporting.

If the department receives only a portion of the amount requested, how will the project be funded?

We budget funds to operate the LEPC. This grant off sets the funding from the county.

Some additional questions to consider:

Are any other departments within the County of Yadkin eligible for this funding? No

Are any other departments within the County of Yadkin willing to collaborate on this project? None eligible

Will this project duplicate or compete with another service or program provided by the County of Yadkin or other local agency? No

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 4/7/2020 Public Agenda

SECTION 1

DEPARTMENT: Emergney Services/EM BUDGET CODE: 1044330-42310

VENDOR NAME: NC DPS POC: James Collins PHONE: 336-590-3015

VENDOR MAIL ADDRESS: 401 Central Avenue

TOWN, STATE AND ZIP: Butner, NC 27509 VENDOR ID: _____

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: -\$ 1,000.00 MUNIS CONTRACT NO: _____

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	DETAILS or QUESTIONS: This grant is to supplement our LEPC expenses.	DEPARTMENT COMPLETE
	Department Head Signature → <u>Keith W. Vestal</u> <small>Digitally signed by Keith W. Vestal DN: cn=Keith W. Vestal, o=Yadkin County, ou=Emergency Services, email=kevestal@yadkincountync.gov, c=US Date: 2020.04.07 19:26:49 -0400</small>	

MANAGER COMPLETES	County Manager's Signature → <u>Lisa R. Hughes</u> <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=lhughes@yadkincountync.gov, c=US Date: 2020.04.07 12:09:39 -0400</small>	MANAGER COMPLETE
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SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)

CLERK COMPLETES	LEGAL TASK ORDER #: <u>1335</u> TITLE: <u>NCDPS Tier II</u>	<u>Tanya Gentry</u> CLERK TO THE BOARD Signature <small>Digitally signed by Tanya Gentry DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration, email=tergentry@yadkincountync.gov, c=US Date: 2020.04.07 13:14:46 -0400</small>	CLERK COMPLETE
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SECTION 4 - Contract Control Form (ROUTING ORDER) I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

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

ATTORNEY SIGNATURE: [Signature] DATE: 4-8-20

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 04/09/2020

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

IT DIRECTOR SIGNATURE: Dale Ring DATE: _____
Digitally signed by Dale Ring
DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountync.gov, c=US
Date: 2020.04.09 11:45:49 -0400

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: Revenue Only

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

FINANCE OFFICER SIGNATURE: [Signature] DATE: _____
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.04.09 12:58:16 -0400

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 AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Parks and Recreation / 4-8-20 / Jason Walker

Request:

Request to approve a general services contract with Pace Analytical.

Background:(Justification for request, please be specific)

Yadkin County is required to test water samples from their water supply points on a regular basis. These test are required by State Law and must be completed by an approved lab. This contract will allow Yadkin County to meet state law and test when needed.

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

This will be paid for with funds budgeted by the department in which the test are required.

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

Make a motion to...

....Motion to approve the contract with Pace Analytical Services Inc. for lab services.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: Public Agenda

SECTION 1

DEPARTMENT: Parks and Rec BUDGET CODE: Various

VENDOR NAME: Pace Analytical Services Inc POC: Kelly Wallace PHONE: 919-618-1498

VENDOR MAIL ADDRESS: PO Box 684056;

TOWN, STATE AND ZIP: Chicago, IL 60695-4056 VENDOR ID: 13800

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

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	DETAILS or QUESTIONS:	DEPARTMENT COMPLETES
	Department Head Signature → <u>Jason Walker</u> <small>Digitally signed by Jason Walker DN: cn=Jason Walker, o=Yadkin County Government, ou, email=jwalker@yadkincountync.gov, c=US Date: 2020.04.09 09:52:58 -0400</small>	

MANAGER COMPLETES	County Manager's Signature → <u>Lisa L. Hughes</u> <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=lhughes@yadkincountync.gov, c=US Date: 2020.04.09 10:14:27 -0400</small>	MANAGER COMPLETES
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SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)

CLERK COMPLETES	LEGAL TASK ORDER #: <u>1336</u>	CLERK TO THE BOARD Signature <u>Tanya Gentry</u> <small>Digitally signed by Tanya Gentry DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration, email=ngentry@yadkincountync.gov, c=US Date: 2020.04.09 10:21:45 -0400</small>	CLERK COMPLETES
	TITLE: <u>Pace</u>		

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

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

ATTORNEY SIGNATURE: [Signature] DATE: 4-9-20

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 4/13/2020

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

IT DIRECTOR SIGNATURE: Dale Ring DATE: _____
Digitally signed by Dale Ring
DN: cn=Dale Ring, o=Yadkin County, ou=Information
Technology, email=dring@yadkincountync.gov, c=US
Date: 2020.04.13 12:17:01 -0400

IV. FINANCE OFFICER

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

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

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

NOTES: Requires a Purchase order

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

FINANCE OFFICER SIGNATURE: [Signature] DATE: _____
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department,
email=lcearlock@yadkincountync.gov, c=US
Date: 2020.04.13 12:28:33 -0400

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 GENERAL SERVICES

NORTH CAROLINA

(Munis Contract Number)

This Agreement is made and entered into this 27 day of March, 2020
(“Effective Date”) between Yadkin County, North Carolina (“County”) and
Pace Analytical (“Provider”).

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

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

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

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

2. **Term.** The term of this Agreement shall remain in effect until it terminates on March 27, 2025.

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

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

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

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

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

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

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

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

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

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

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

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

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

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

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

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

THE COUNTY

Yadkin County Parks And Recreation
1150 Crystal Lane
Yadkinville NC, 27055

THE PROVIDER

Pace Analytical
PO Box 684056
Chicago IL 60695-4056

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

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

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

THE COUNTY

BY: _____
Name: Lisa Hughes
Title: County Manager

THE PROVIDER

BY: *Felicia Grogan*
Name: Felicia Grogan
Title: General Manager

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

Lindsey M Cearlock
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.04.13 12:29:16 -0400
Yadkin County Finance Officer

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Water / 04-01-2020

Request:

Ratify the MuniBilling Contract Amendment.

Background:(Justification for request, please be specific)

MuniBilling is the software that is used to process the County's water bills. Water customers have been paying their bills by cash or check. The system is not setup to accept online electronic payments. The County wants to limit person-to-person contact and make things as easy as possible for citizens during the coronavirus pandemic so the contract amendment is needed to add an online payment option. The Board approved amending the contract on March 27, 2020 and the completed contract amendment was to come back to the Board for ratification in April.

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

There are sufficient funds in the budget to cover the expense.

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

Make a motion to...

ratify the MuniBilling contract amendment.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM		DATE: _____
SECTION 1		
DEPARTMENT: <u>Water</u>	BUDGET CODE: _____	
VENDOR NAME: <u>MuniBilling</u>	POC: <u>John Yergey</u>	PHONE: <u>1800-259-7020 ext 1</u>
VENDOR MAIL ADDRESS: <u>303-C Pisgah Church Rd</u>		
TOWN, STATE AND ZIP: <u>Greensboro, NC 27455</u>	VENDOR ID: _____	
CONTRACT TERM: <u>Multi</u> (# of years)	CONTRACT AMOUNT: \$ <u>2,205.00</u>	MUNIS CONTRACT NO: <u>2020109</u>
<input type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT RENEWAL	<input checked="" type="checkbox"/> AMENDMENT TO CONTRACT
DETAILS or QUESTIONS: <u>Adding online payment option</u>		
Department Head Signature	→ _____	<small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=llhughes@yadkincountync.gov, c=US Date: 2020.03.31 15:04:14-05</small>
SECTION 2 - COUNTY MANAGER REVIEW		
MANAGER COMPLETES	County Manager's Signature	→ _____ <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=llhughes@yadkincountync.gov, c=US Date: 2020.03.31 14:00:00 -0400</small>
SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)		
LEGAL TASK ORDER #: <u>1334</u>	Tanya Gentry	<small>Digitally signed by Tanya Gentry DN: cn=Tanya Gentry, o=Yadkin County, ou=Information Technology, email=trgentry@yadkincountync.gov, c=US Date: 2020.03.31 14:21:55 -0400</small>
TITLE: <u>MuniBilling</u>	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:	<u>[Signature]</u>	DATE: <u>3-31-20</u>
II. INSURANCE		
<input type="checkbox"/> No Insurance Required	<input checked="" type="checkbox"/> Certificate attached and approved	Hold contract pending receipt of certificate of insurance
INSURANCE CONSULTANT SIGNATURE:	<u>Mark R. Brandon</u>	DATE: <u>03-31-2020</u>
III. INFORMATION TECHNOLOGY This document has been reviewed and approved by the IT Director as to technical content.		
IT DIRECTOR SIGNATURE:	<u>Dale Ring</u>	DATE: _____ <small>Digitally signed by Dale Ring DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountync.gov, c=US Date: 2020.03.31 16:32:43 -0400</small>
IV. FINANCE OFFICER		
<input checked="" type="radio"/> YES	<input type="radio"/> NO	Sufficient funds are available in the proper category to pay for this expenditure.
<input type="radio"/> YES	<input type="radio"/> NO	This contract is conditional upon appropriation by the BOC for sufficient funds
<input type="radio"/> YES	<input type="radio"/> NO	A budget amendment is attached as required for approval of this agreement.
NOTES:		
<i>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act</i>		
FINANCE OFFICER SIGNATURE:	<u>[Signature]</u>	DATE: _____ <small>Digitally signed by Lindsey Carllock DN: cn=Lindsey Carllock, o=Yadkin County, ou=Finance Department, email=lcarllock@yadkincountync.gov, c=US Date: 2020.03.31 16:35:50 -0400</small>
V. CLERK TO BOARD This document has been reviewed and approved by the Board of Commissioner and/or County Manager		
APPROVED BY THE BOC	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Document Fully Executed, Scanned and Posted on the County Website	DATE: <u>3/27/20</u>	to Ratify in April
CLERK SIGNATURE:	<u>Tanya Gentry</u>	DATE: <u>4/11/2020</u>

COUNTY OF YADKIN

AMENDMENT TO AGREEMENT FOR GENERAL SERVICES

STATE OF NORTH CAROLINA

(Munis Contract Number) 2020109

THIS Amendment is made and entered into this the 27 day of March, 2020 ("Effective Date") between the County of Yadkin, North Carolina ("County") and Munibilling, ("Provider").

WHEREAS, the County and the Provider entered into a contract on the 15 day of February, 2018, under which the Provider agreed to provide (state in full service/materials and the project involved if applicable) Water billing software; and

WHEREAS, the contract contained a term of _____ and is set to expire on the day of _____; and

WHEREAS, the compensation for services and/or materials rendered by the Provider was originally set in the amount of \$ 1800/year; and

(Check the items below that apply)

[] WHEREAS, both Parties agree that the term listed in the contract needs to be extended to and include the _____ day of _____; and

[x] WHEREAS, both Parties agree to an increase/decrease in the compensation for services and/or materials rendered by the Provider in the amount of \$ 405, bringing the total costs for this contract to \$ 2205; and

[] WHEREAS, both parties agree to the following change of services: _____; and

WHEREAS, all other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract.

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

THE COUNTY
By: [Signature] (seal)
Name: Lisa Hughes
Title: County Manager

THE PROVIDER
By: [Signature] (seal)
Name: [Signature] 3/30/20
Title: President

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

[Signature] Finance Officer

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 02/19/2018

SECTION 1

DEPARTMENT: Water BUDGET CODE: 1059000-55045

VENDOR NAME: MuniBilling POC: John Yergey PHONE: 1800-259-7020 ext 1

VENDOR MAIL ADDRESS: 303-C Pisgah Church Rd

TOWN, STATE AND ZIP: Greensboro, NC 27455 VENDOR ID:

CONTRACT TERM: 1+ (# of years) CONTRACT AMOUNT: \$ 2,625.00 MUNIS CONTRACT NO:

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES DETAILS or QUESTIONS: Water billing software, includes a one time fee of \$825 and an annual payment of \$1800.00. This is to replace the Tyler Billing software, that would not work as we needed it to. We were mislead on the functionality of the software. DEPARTMENT COMPLETES Department Head Signature Lindsey Cearlock

SECTION 2 - COUNTY MANAGER REVIEW MANAGER COMPLETES County Manager's Signature County Manager's Signature

SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.) CLERK COMPLETES LEGAL TASK ORDER #: 1005 TITLE: MuniBilling Tanya Gentry CLERK TO THE BOARD SIGNATURE CLERK COMPLETES

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

I. ATTORNEY This contract has been reviewed through the legal review process and approved by the Attorney. ATTORNEY SIGNATURE: Edward Powell DATE: 3-9-18

II. INSURANCE No Insurance Required Certificate attached and approved Hold contract pending receipt of certificate of insurance INSURANCE CONSULTANT SIGNATURE: Mark Brandon DATE: 03/12/2018

III. INFORMATION TECHNOLOGY This document has been reviewed and approved by the IT Director as to technical content. IT DIRECTOR SIGNATURE: Dale Ring DATE:

IV. FINANCE OFFICER Sufficient funds are available in the proper category to pay for this expenditure. This contract is conditional upon appropriation by the BOC for sufficient funds A budget amendment is attached as required for approval of this agreement. NOTES:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act FINANCE OFFICER SIGNATURE: Lindsey Cearlock DATE:

V. CLERK TO BOARD This document has been reviewed and approved by the Board of Commissioner and/or County Manager APPROVED BY THE BOC YES NO DATE: 3/19/18 Document Fully Executed, Scanned and Posted on the County Website DATE: CLERK SIGNATURE: Tanya Gentry DATE: 3/26/18

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) _____

This Agreement is made and entered into this 15 day of February, 2018 ("Effective Date") between Yadkin County, North Carolina ("County") and Crestline Software d.b.a MuniBilling Utility Billing Solutions ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

See "Exhibit A" attached hereto and incorporated as if fully 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____.
- This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.
- This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

3. **Payment to the Provider.**

- The County shall pay the Provider \$ \$ 2,625.00 every 1800/annual, 825/one time fee.
- The County shall pay the Provider a total not to exceed the amount of \$ _____ for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

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

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

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

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

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

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

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

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

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

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

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

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

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

THE COUNTY

Lisa Hughes
Yadkin County Manager
PO Box 220
Yadkinville, NC 27055

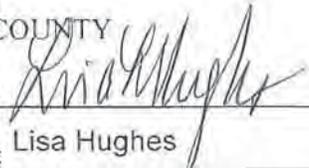
THE PROVIDER

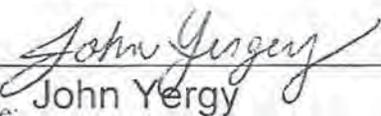
John Yergey - President
Crestline Software d.b.a MuniBilling Utility Billing Solutions
303-C Pisgah Church Rd
Greensboro, NC 27455

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

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

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

THE COUNTY
BY: 
Name: Lisa Hughes
Title: County Manager

THE PROVIDER
BY: 
Name: John Yergy
Title: President

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

Lindsey Cearlock
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, ou=Yadkin County, o=Yadkin County, email=Lindsey.Cearlock@yadkin.org, c=US
Date: 2019.09.04 15:16:55-04'
Yadkin County Finance Officer

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Parks and Recreation / April 13, 2020 / Jason Walker

Request:

Request to ratify a Connect NC Grant Agreement Amendment for a 6 month time extension for the at Yadkin County Park for installation of a shade structure.

Background:(Justification for request, please be specific)

Yadkin County was approved for a Connect NC Grant for Yadkin County Park that included the installation of a shade structure over part of the playground. The Parks and Recreation Department purchased the shade from Barrs Recreation and staff would install it. During the process of installation, we determined that the shade company had sent the incorrect size frame for the shade. The company agreed to ship the correct size frame as soon as possible, but the manufacturer closed temporarily in March due to COVID-19. The extension has been approved by the State and now the Agreement Amendment needs to be signed. Due to time constraints by the State, the County Manager signed the Agreement Amendment.

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

This Amendment does not impact the budget.

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

Make a motion to...

ratify the Connect NC Grant Agreement Amendment signed by the County Manager for a six month extension for installation of a shade structure.



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary Susi H. Hamilton

April 13, 2020

Amendment No. 1

Amendment to Contract Number 2017 CNC 17

Between

County of Yadkin

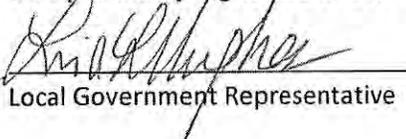
and The North Carolina Department of Natural and Cultural Resources

In accordance with Section 14.30(a) of the 2015 Appropriations Act, the Department of Environment and Natural Resources has been changed to the Department of Natural and Cultural Resources (DNCR).

Pursuant to Section II, item 1. of the General Contract Terms and Conditions for Government Entities of the original contract document, the clause pertaining to Amendments of **Contract 2017 CNC 17**, the Department of Natural and Cultural Resources and the Contractor mutually agree to extend the project period by six months. The new contract period is 5/1/2017 – 10/31/2020. Delays due to the COVID-19 State of Emergency have made it difficult to complete this project on time. The County has completed all playground elements except the shade structure.

This Amendment has been issued by the North Carolina Department of Natural and Cultural Resources (DNCR). In accordance with Section 14.30(a) of the 2015 Appropriations Act, certain entities within the Department of Environmental Quality (DEQ) have been transferred to the North Carolina Department of Natural and Cultural Resources, formerly the Department of Cultural Resources. This Amendment and supporting order has been issued during the transition process to maintain the services and continue operations. A new order will be issued in the future that will replace this order and provide new billing instructions.

It is the intent of this amendment to address provision noted only, and in no way should this amendment be construed to further modify this contract. All other terms and conditions remain the same. Please indicate your acceptance by signature in the area below.


Local Government Representative

4/13/2020
Date

Director/Deputy Director
NC Division of Parks and Recreation
NC Department of Natural and Cultural

Date

This amendment when fully executed by all parties will be forwarded to the Grantee

cc: Judy Francis, RRS Consultant

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Services Agency/ 3/18/20 Kim Harrell

Request:

For the Yadkin County Board of County Commissioners to adopt the attached proclamation for April 2020 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 2020 to be "Child Abuse Prevention" month in Yadkin County, North Carolina.

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

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



Child Abuse Prevention Month

Yadkin County Proclamation April 2020

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 2020** 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 20, 2020.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Tax Department / 4/9/2020 / Clayton Campbell

Request:

To recommend the Yadkin County Board of Commissioners adopt a resolution to extend the scheduled reappraisal from January 1, 2021 to January 1, 2023.

Background:(Justification for request, please be specific)

The State of North Carolina, Department of Revenue, pursuant to North Carolina General Statutes 105-286, does require a new resolution in the event of an establishment of a new reappraisal cycle

The purpose of extending the reappraisal is to establish a period of time in order to research, plan and implement new tax software, going from an IBM AS400 to a PC based system.

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

This will have no effect on the current fiscal year budget. The reappraisal budgets are planned and funded independently of the County's regular fiscal year budgets.

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

Make a motion to...

Recommended Motion: To Adopt the resolution to advance the general reappraisal from January 1, 2021 to January 1, 2023 and continue on a four year cycle thereafter.



YADKIN COUNTY

RESOLUTION TO EXTEND THE SCHEDULED REAPPRAISAL

WHEREAS, the State of North Carolina, Department of Revenue, pursuant to North Carolina General Statutes 105-286, does require a new Resolution in the event of an establishment of a new reappraisal cycle. The Yadkin County Board of Commissioners wishes to adopt a Resolution to extend the January 1, 2021 reappraisal to January 1, 2023.

WHEREAS, if the scheduled date for reappraisal for Yadkin County is extended herein, real property in the County shall thereafter be reappraised every four years following the extended date unless, in accordance with the provision of that subdivision subsequent reappraisals are likewise extended.

NOW, THEREFORE, BE IT RESOLVED, that the Yadkin County Board of Commissioners does hereby extend the next general reappraisal date from January 1, 2021 to January 1, 2023 and establishes that real property in the County shall thereafter be reappraised on a four year reappraisal cycle. The resolution having been submitted to vote received a _____ to _____ vote and was adopted this _____ day of _____ 2020.

WHEREAS, a copy of this said Resolution shall be forwarded promptly to the Department of Revenue.

Kevin Austin, Chairman

Yadkin County Board of Commissioners

ATTEST:

Tanya Gentry

Clerk to the Board

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Parks and Recreation / 4-13-20 / Jason Walker

Request:

Request to approve Change order #2 for the W.C. Construction Contract at Yadkin Memorial Park.

Background:(Justification for request, please be specific)

Yadkin County currently has a contract with W.C. Construction for Phase 2 of the Yadkin Memorial Park. Part of the construction includes a road from the existing park down to the proposed shower house. During construction, it was discovered that the soils are unsuitable on a portion of the proposed road. In order to build the road, a 170' section needs to be over excavated and matting installed under the gravel. The matting and additional rock should provide structural stability that will minimize maintenance on the road.

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

This will be paid for with contingency funds already included in the contract. This will not add additional funds to the contract.

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

Make a motion to...

....Motion to approve Change Order # 2 with W.C. Construction in the amount of \$8,574.00 for removal of poor soils and installation of structural matting and additional stone.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration- 4/9/2020- Drew Hinkle

Request:

Authorize the County Manager to negotiate a contract with Withers Ravenel to provide engineering services for the Yadkin County Water Systems Regionalization Project.

Background:(Justification for request, please be specific)

Yadkin County was awarded the NCDEQ Merger/ Regionalization Feasibility (MFR) Grant. Two engineering firms familiar with water systems in Yadkin County were contacted and both provided a scope of work and cost estimate.

After vetting both, Withers Ravenel would be the recommended firm. Withers Ravenel has staff who previously worked with NCDEQ directly overseeing the MRF Grants. They have a strong working knowledge of the MRF grant, and staff whose expertise would be extremely beneficial. They have worked with municipalities within the County as well.

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

Yadkin County was awarded \$50,000 through the grant process. Withers Ravenel provided a budget estimate of \$50,000 for the entire project.

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

Make a motion to...

Exempt the project from the Mini-Brooks Act due to the amount and authorize the County Manager to negotiate a contract with Withers Ravenel to provide engineering services for the Yadkin County Water Systems Regionalization Project based upon their experience and knowledge of existing water systems within the County.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / April 13, 2020 / Lisa L. Hughes

Request:

Ratify the County Manager's exclusion of Emergency Services and Human Services Agency employees, as well as those of the Sheriff from the Families First Coronavirus Response Act provisions of the Emergency Paid Sick Leave and the Emergency Family Medical Leave Act, except for the 3 qualifying reasons related to their own health.

Background:(Justification for request, please be specific)

The Families First Coronavirus Response Act provides Emergency Paid Sick Leave and the Emergency Family Medical Leave Act for all employees and is not reimbursable at this time through FEMA. Local governments can determine if emergency responders who are needed to work are eligible or not. After discussion with Sheriff Oliver, Keith Vestal and Kim Harrell whose employees are considered emergency responders, emergency responders are only eligible for the qualifying reasons related to their own health.

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 action makes emergency responders ineligible for the emergency paid sick leave and emergency family medical leave, which is not reimbursable through FEMA.

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

Make a motion to...

Ratify the County Manager's exclusion of Emergency Services and Human Services Agency employees, as well as those of the Sheriff from the Families First Coronavirus Response Act provisions of the Emergency Paid Sick Leave and the Emergency Family Medical Leave Act, except for the 3 qualifying reasons related to their own health.

Calendar **Notes:**

- 1) April 23, 2020 – The Joint Meeting with the Human Services Advisory Committee has been cancelled.
- 2) May 25, 2020 – County Offices Closed for Memorial Day.

Manager's Reports /
Board Action

Manager's Budget Amendments

& Contracts

No Action Required

Department	Purpose
Solid Waste Disposal Transfer Fee (2,000) Equipment Maintenance 2,000	Transfer of funds needed to cover the cost of repairing the landfill scale. This is the second time it needed work this year.
Solid Waste Disposal Transfer Fee (450) Land Lease 450	Transfer of funds needed to pay for three months of the lease for the old Speer Bridge Convenience site.
Human Services/DSS Contracted Services (4,500) Supplies/Materials 4,000 Utilities 500	Transfer of funds needed to cover costs for the remainder of the fiscal year.
Elections Supplies (1,151) Data Processing Supplies 1,151	Transfer of funds needed to cover the coding and layout costs of the 2020 Primary ballots.
Human Services/Health Education Health Admin Salaries (400) Health Admin Longevity 400	Transfer of funds needed to cover longevity for the Assistant Human Services Director.
Human Services Vehicle Maintenance (1,500) Supplies & Materials 1,500	Transfer of funds needed to purchase PPE for staff, cleaning supplies, equipment for command center operations, and other supplies.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM		DATE: 2/27/2020
SECTION 1		
DEPARTMENT: <u>HSA/Medical Clinic</u>	BUDGET CODE: _____	See Section IV Below
VENDOR NAME: <u>Sanpro</u>	POC: <u>Zev Wulliger</u>	PHONE: _____
VENDOR MAIL ADDRESS: <u>1825 Swarthmore Ave. Unit B</u>		
TOWN, STATE AND ZIP: <u>Lakewood, NJ 08701</u>	VENDOR ID: <u>2098</u>	
CONTRACT TERM: <u>1yr</u> (# of years)	CONTRACT AMOUNT: \$ <u>1,470.00</u>	MUNIS CONTRACT NO: _____
<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT RENEWAL	<input type="checkbox"/> AMENDMENT TO CONTRACT
DETAILS or QUESTIONS: <u>New Biohazard Contract</u>		APPROVED COMPLETES
Department Head Signature → <u>Kim Harrell</u> <small>Digitally signed by Kim Harrell DN: cn=Kim Harrell, o=Yadkin County, ou=HSA, email=kharr@yadkincountyinc.gov, c=US Date: 2020.02.27 11:16:13 -0500</small>		APPROVED COMPLETES
SECTION 2 - COUNTY MANAGER REVIEW		
County Manager's Signature → <u><i>Lisa L. Hughes</i></u> <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=lhughes@yadkincountyinc.gov, c=US Date: 2020.03.06 15:30:21 -0500</small>		MANAGER COMPLETES
SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)		
LEGAL TASK ORDER #: _____ TITLE: _____		CLERK COMPLETES
CLERK TO THE BOARD Signature _____		
SECTION 4 - Contract Control Form (ROUTING ORDER) I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD		
I. ATTORNEY		
This contract has been reviewed through the legal review process and approved by the Attorney.		
ATTORNEY SIGNATURE: _____		DATE: _____
II. INSURANCE		
No Insurance Required	Certificate attached and approved	Hold contract pending receipt of certificate of insurance
INSURANCE CONSULTANT SIGNATURE: <u>Mark Brandon</u>		DATE: _____
<small>Digitally signed by Mark Brandon Date: 2020.03.12 09:40:37 -0400</small>		
III. INFORMATION TECHNOLOGY		
This document has been reviewed and approved by the IT Director as to technical content.		
IT DIRECTOR SIGNATURE: <u>Dale Ring</u>		DATE: _____
<small>Digitally signed by Dale Ring DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountyinc.gov, c=US Date: 2020.03.12 16:43:55 -0400</small>		
IV. FINANCE OFFICER		
<input checked="" type="radio"/> YES	<input type="radio"/> NO	Sufficient funds are available in the proper category to pay for this expenditure.
<input type="radio"/> YES	<input type="radio"/> NO	This contract is conditional upon appropriation by the BOC for sufficient funds
<input type="radio"/> YES	<input type="radio"/> NO	A budget amendment is attached as required for approval of this agreement.
NOTES: <u>1055111-51700 \$367.50, 1055160-51700 \$367.50, 1055163-51520 \$367.50, 1055164-51700 \$367.50</u>		
<i>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act</i>		
FINANCE OFFICER SIGNATURE: _____		DATE: _____
<small>Digitally signed by Lindsey Conrad DN: cn=Lindsey Conrad, o=Yadkin County, ou=Financial Department, email=lconrad@yadkincountyinc.gov, c=US Date: 2020.03.12 16:47:51 -0400</small>		
V. CLERK TO BOARD		
This document has been reviewed and approved by the Board of Commissioner and/or County Manager		
APPROVED BY THE BOC	<input type="radio"/> YES	<input checked="" type="radio"/> NO
Document Fully Executed, Scanned and Posted on the County Website		DATE: <u>NA</u>
CLERK SIGNATURE: <u>Tanya Gentry</u>		DATE: _____
<small>Digitally signed by Tanya Gentry DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration, email=tgentry@yadkincountyinc.gov, c=US Date: 2020.03.16 15:26:17 -0400</small>		

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) _____

This Agreement is made and entered into this 2nd day of March, 2020 (“Effective Date”) between Yadkin County, North Carolina (“County”) and Sanpro Medical Waste Disposal (“Provider”).

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

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

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

- This Agreement shall end on February 28, 2021.
- This Agreement shall continue until the Provider has completed the Services to the County’s satisfaction.
- This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

3. **Payment to the Provider.**

- The County shall pay the Provider \$ _____ every _____.
- The County shall pay the Provider a total not to exceed the amount of \$ 1,470.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

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

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

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

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

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

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

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

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

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

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

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

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

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

THE COUNTY

Yadkin County Human Services
Attn, Trish Belton
Po Box 548
Yadkinville NC 27055

THE PROVIDER

Zev Wulliger
1825 Swarthmore Ave, Unit B
Lakewood, NJ 08701
zev@sanprowaste.com

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

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

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

THE COUNTY

BY: *Lisa Hughes*
Name: Lisa Hughes
Title: County Manager

THE PROVIDER

BY: *Zev Wulliger*
Name: Zev Wulliger
Title: Saks

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

Kindra M. Coakley
Digitally signed by Kindra Coakley
DN: cn=Kindra Coakley, o=Yadkin County
ou=Finance Department,
email=kindra@yadkincounty.com, c=US
Date: 2020.03.12.16:47:36 -0700
Yadkin County Finance Officer

EXHIBIT A

TO AGREEMENT TO SERVICES

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

Medical Waste Disposal (See Attached Service Agreement)

\$90.00 x 12 months = \$1080.00

\$65.00 x 6 months = \$390.00

Total \$1470.00

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM DATE: 4/3/2020

SECTION 1

DEPARTMENT: Parks & Recreation BUDGET CODE: 4054951-565528

VENDOR NAME: Foothills Construction service POC: Renee Cheek PHONE: 336-428-0103

VENDOR MAIL ADDRESS: 6081 Pea Ridge Pass

TOWN, STATE AND ZIP: Hamptonville, NC 27020 VENDOR ID: 11216

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 1,000.00 MUNIS CONTRACT NO:

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	DETAILS or QUESTIONS:	DEPARTMENT COMPLETES
	Department Head Signature → <u>Jason Walker</u> <small>Digitally signed by Jason Walker DN: cn=Jason Walker, o=Yadkin County Government, ou, email=jwalker@yadkincounty.nc.gov, c=US Date: 2020.04.06 09:35:49 -0400</small>	

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES	County Manager's Signature → <u>Lisa L. Hughes</u> <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=lhughes@yadkincounty.nc.gov, c=US Date: 2020.04.06 09:35:49 -0400</small>	MANAGER COMPLETES
------------------------------	---	------------------------------

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

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

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

I. ATTORNEY
 This contract has been reviewed through the legal review process and approved by the Attorney.
 ATTORNEY SIGNATURE: _____ DATE: _____

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: Mark Brandon Digitally signed by Mark Brandon
Date: 2020.04.06 09:51:45 -0400 DATE: _____

III. INFORMATION TECHNOLOGY
 This document has been reviewed and approved by the IT Director as to technical content.
 IT DIRECTOR SIGNATURE: Dale Ring Digitally signed by Dale Ring
DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincounty.nc.gov,
serial=1000, c=US
Date: 2020.04.06 12:39:07 -0400 DATE: _____

IV. FINANCE OFFICER

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

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

FINANCE OFFICER SIGNATURE: Lindsay M. Cardose Digitally signed by Lindsay Cardose
DN: cn=Lindsay Cardose, o=Yadkin County, ou=Finance Department,
email=lcardose@yadkincounty.nc.gov, c=US
Date: 2020.04.06 15:22:04 -0400 DATE: _____

V. CLERK TO BOARD
 This document has been reviewed and approved by the Board of Commissioner and/or County Manager
 APPROVED BY THE BOC YES NO DATE: NA
 Document Fully Executed, Scanned and Posted on the County Website DATE: _____
 CLERK SIGNATURE: Danya Lentry DATE: 4/16/20

**YADKIN COUNTY
NORTH CAROLINA**

AGREEMENT FOR SERVICES
(Munis Contract Number) _____

This Agreement is made and entered into this 3 day of April, 2020
("Effective Date") between Yadkin County, North Carolina ("County") and
Foothills Construction Service ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

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

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

This Agreement shall end on _____, 20____.

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

This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

3. **Payment to the Provider.**

- The County shall pay the Provider \$ _____ every _____.
- The County shall pay the Provider a total not to exceed the amount of \$ 1,000.00 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.

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

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

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

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

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

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

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

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

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

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

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

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

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

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

THE COUNTY

Yadkin County

Lisa Hughes

PO Box 220

Yadkinville, NC 27055

THE PROVIDER

Foothills Construction Service

Renee Cheek

6081 Pea Ridge Pass

Hamptonville, NC 27020

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

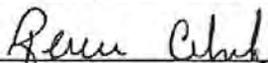
19. Exhibits. To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

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

THE COUNTY

BY: 
Name: Lisa Hughes
Title: County Manager

THE PROVIDER

BY: Foothills Construction Services
Name: 
Title: President

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

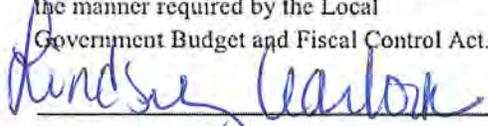

Yadkin County Finance Officer

EXHIBIT A

TO AGREEMENT TO SERVICES

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

Provide all materials and labor to Blow Straw and Hydro tack dog park area at Yadkin Memorial Park.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Service Agency / 4-14-20 / Kim Harrell

Request:

To re-appoint Ms. Marty Driver RN, to the Human Services Advisory Committee.

Background:(Justification for request, please be specific)

Ms. Driver was appointed on 4/21/17 for a 3 year term. She has requested to be re-appointed for another 3 year term that will expire in 2023.

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...

The Yadkin County Board of Commissioners make a motion to re-appoint Ms. Marty Driver, Registered Nurse, to the Yadkin County Human Services Advisory Committee for a three year term beginning 4/21/20 and ending 4/21/23.