

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

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

Monday, June 1, 2020

9:00am

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.	9:00am	<u>Call to Order</u>	Chairman Austin	
III.	9:01am	<u>Pledge of Allegiance</u>	Chairman Austin	
IV.	9:05am	<u>Adjustments/Adoption of Agenda</u>	The Board	
V.	9:10am	<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.	9:15am	<u>Approval of Minutes:</u> May 18, 2020 – Regular Session May 18, 2020 – Closed Session	The Board	4-12 13-15
VII.	9:20am	<u>Reports/Requests of the Board:</u> 1) Human Services Update.	Kim Harrell	16
VIII.	9:25am	<u>Consent Agenda:</u> 1) Budget Amendments for: a) Administration/Register of Deeds. b) Water/HWY 21 Expenses.		17-19

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|--|--|--|-------|
| | | 2) Approve FY2021 Home Community Care Block Grant (HCCBG) Funding Plan. | 20-21 |
| | | 3) Approve Grandview Animal Hospital Contract for Services for the Animal Shelter. | 22-29 |
| | | 4) Approve Wilkes Connections Contract for Sheriff's Office Administration Building. | 30-41 |

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|------------|--------|---|--|
| IX. | 9:30am | <u>Public Hearing/Action to Set Public Hearing:</u>
** Special Note: Comments are limited to 15 minutes 'for' and 15 minutes 'against' any one issue with an additional 15 minutes for administrative discussion. | |
| | | 1) None. | |

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|-----------|--------|--|-----------------------------|-------|
| X. | 9:30am | <u>Board Action:</u> | County Manager, Lisa Hughes | |
| | | 1) Approve Withers Ravenel Contract for Merger/Regionalization Feasibility Study Services. | | 42-51 |
| | | 2) Approve Budget Amendment for Sheriff's Office Vehicles. | | 52-53 |

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|------------|--------|---|----|
| XI. | 9:40am | <u>Calendar Notes:</u> | |
| | | 1) June 5, 2020 – Virtual NCACC Coffee Talk for Districts 13-18 at 10:00am. | 54 |
| | | 2) June 11, 2020 – Special Meeting for the Proposed Budget Public Hearing and the Economic Development Public Hearing at 7:00pm in the Board of Commissioners Room. | |
| | | 3) July 3, 2020 – County Offices Closed for Independence Day. | |
| | | 4) July 17 – 20, 2020 – The Annual NACo Conference has been canceled. | |

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|-------------|--------|---|-----------------------------|----|
| XII. | 9:45am | <u>Manager's Reports / Board Action:</u> | County Manager, Lisa Hughes | |
| | | 1) Proposed FY20-21 Budget Presentation. | | 55 |

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|--------------|--------|---|-----------------------------|-------|
| XIII. | 9:55am | <u>Manager's Budget Amendments & Contracts / No Action Required:</u> | County Manager, Lisa Hughes | |
| | | 1) Tax Office Funds Transfer (\$25). | | 56-57 |
| | | 2) Emergency Services Funds Transfer (\$500). | | |

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|-------------|---------|---|---------------------|----|
| XIV. | 10:00am | <u>Board Vacancies/Appointments:</u> | Clerk, Tanya Gentry | |
| | | 1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Committee. | | |
| | | 2) Appointment to Partners Behavioral Health Management Board. | | 58 |

XV. 10:05am

Commissioner Comments

The Board

XVI. 10:10am

Recess*(Time may vary at discretion of Vice Chairman Moxley)***CLOSED SESSION**

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.

59

XVII.

Adjournment

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

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Services/Tanya Gentry

Request:

Human Services Update.

Background:(Justification for request, please be specific)

Kim Harrell will be providing the Board with an update on Human Services.

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

NA.

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

Make a motion to...

NA.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / Tanya Gentry

Request:

Authorize the attached budget amendments.

Background:(Justification for request, please be specific)

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

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

Varies depending upon the budget amendment.

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

Make a motion to...

approve the attached budget amendments as presented.

BUDGET AMENDMENT FORM

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

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



Digitally signed by Lindsey Costello
DN: cn=Lindsey Costello, o=Yadkin County, ou=Finance
Department, email=lcostello@yadkincountync.gov, c=US
Date: 2020.05.27 13:03:28 -0400

Finance Officer

DEPARTMENT: Administration

DEPARTMENT HEAD SIGNATURE:



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: 2020.05.27 12:37:28 -0400

DATE: 05/27/2020

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
Non-Departmental Performance	1059000-51025	3,815	(3,015)	800
Register of Deeds Supplies	1054180-52010	1,400	3,015	4,415

EXPLANATION: To purchase a new plat cabinet needed within the Register of Deeds department.

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

Chairman

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Finance Office/ 05/26/2020/ Lindsey Cearlock

Request:

To approve the FY2021 HCCBG funding plan.

Background:(Justification for request, please be specific)

The Piedmont Triad Regional County (PTRC) administers the Home Community Care Block Grant (HCCBG) older adult funding, the services are performed by YVEDDI and New Horizons.

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 funding amount for FY2021 is \$278,120 the funds will be directed through Yadkin County to the providers.

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

Make a motion to...

to approve the FY2021 funding plan.

YADKIN COUNTY
SFY 2021 Funding
HCCBG FEDERAL / STATE ALLOCATION

Yadkin:	Service Ranking	Allocation SFY 2020	Allocation SFY 2021
		\$287,112	\$278,120
YVEDDI	////////////////	\$194,957	\$190,461
Transportation - Medical	4	\$2,466	2,466
Transportation - General	7	\$100	1
Congregate	6	\$59,432	55,030
Home Delivered Meals	3	\$118,334	118,339
Senior Center Operations	2	\$14,625	14,625
New Horizons Home Care/Agency	////////////////	\$92,155	87,659
Lvl 2 - Personal Care	3	\$65,237	60,741
Lvl 3 - Personal Care	1	\$26,918	26,918
TOTAL		\$287,112	
		-\$14,866	-\$8,992

YADKIN FCSP FEDERAL / STATE ALLOCATION
FISCAL YEAR 2021

	Allocation SFY 2020	Allocation SFY 2021
Full Allocation Amount	\$15,348	\$17,269
New Horizons Home Care	\$15,348	17,269
		\$1,921

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Animal Shelter / 5/25/20 / Jason Roels

Request:

Approve the contract for Grandview Animal Hospital

Background:(Justification for request, please be specific)

Grandview Animal Hospital performs most of our veterinary needs including altering our Shelter animals, altering animals in our spay/neuter program as well as examining seized animals brought in by Animal Control.

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 funds are available on our Professional Services, Spay Neuter Program and Animal Shelter Care lines.

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

Make a motion to...

Approve the contract for Grandview Animal Hospital and authorize the County Manager to sign it.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: _____

DEPARTMENT: Animal Shelter BUDGET CODE: 105438051500-105438052032-105438052031

VENDOR NAME: Grandview Animal Hospital POC: G. Leon Robbins PHONE: 336-924-5700

VENDOR MAIL ADDRESS: 6043 Old US Hwy 421 E

TOWN, STATE AND ZIP: East Bend, NC 27018 VENDOR ID: 16318

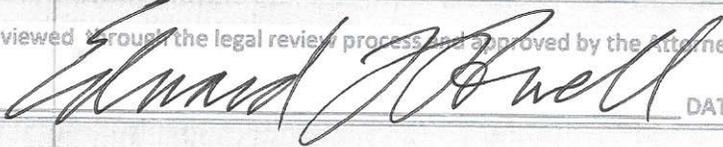
CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 23,500.00 MUNIS CONTRACT NO: _____

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES: **DETAILS or QUESTIONS:**
Please see exhibit A.
Department Head Signature → 

MANAGER COMPLETES: County Manager's Signature → 

CLERK COMPLETES: LEGAL TASK ORDER #: 1342
TITLE: Grandview Contract CLERK TO THE BOARD Signature _____

I. ATTORNEY
This contract has been reviewed through the legal review process and approved by the Attorney.
ATTORNEY SIGNATURE:  DATE: 5-20-20

II. INSURANCE
 No Insurance Required Certificate attached and approved Hold contract pending receipt of certificate of insurance
INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 5/21/2020

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@yadkincountync.gov, c=US
Date: 2020.05.21 11:17:16 -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: FY2021

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

FINANCE OFFICER SIGNATURE:  Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.26 07:59:15 -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: _____
Document Fully Executed, Scanned and Posted on the County Website DATE: _____
CLERK SIGNATURE: _____ DATE: _____

YADKIN COUNTY
NORTH CAROLINA

AGREEMENT FOR SERVICES
(Munis Contract Number) _____

This Agreement is made and entered into this 1 day of July, 2020
("Effective Date") between Yadkin County, North Carolina ("County") and
Grandview Animal Hospital ("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 June 30, 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 \$ \$ 23,500.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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 (County Manager)
1027 Speaks Street
PO Box 220
Yadkinville, NC 27055
336-849-7901

THE PROVIDER

Grandview Animal Hospital
Grady Robbins (Owner/Veterinarian)
6043 Old US 421 Hwy E
East Bend, NC 27018
336-924-5700

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

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

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

THE COUNTY

BY: _____

Name: Lisa Hughes

Title: County Manager

THE PROVIDER

BY: [Signature]

Name: G. Leon Robbins III DVM

Title: Owner Grandview Animal Hospital

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

Lindsey M Cearlock
Yadkin County Finance Officer

Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County,
ou=Finance Department,
email=lcearlock@yadkincountync.gov, c=US
c=20200526080030.0400

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

IT Department / 5-28-2020

Request:

Approve Wilkes Connections Contract.

Background:(Justification for request, please be specific)

Wilkes Connections, Inc will provide network wiring services that are needed for the Sheriff's Office Administration Building.

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

The funds for the contract are included in the budget.

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

Make a motion to...

approve the Wilkes Connections, Inc contract and authorize the County Manager to sign it.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 5/26/20 Public Agenda

SECTION 1

DEPARTMENT: Information Technology BUDGET CODE: 4054961-51500

VENDOR NAME: Wilkes Connections, Inc POC: Gwyn Cleary PHONE: 336-670-3388

VENDOR MAIL ADDRESS: 573 Elledge Mill Rd

TOWN, STATE AND ZIP: North Wilkesboro, NC 28659 VENDOR ID: 13077

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 14,258.15 MUNIS CONTRACT NO:

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	DETAILS or QUESTIONS: <u>Network Wiring for the Sheriff's Office Admin Bld</u>	DEPARTMENT COMPLETES
	Department Head Signature → <u>Dale Ring</u> <small>Digitally signed by Dale Ring DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountync.gov, c=US Date: 2020.05.26 16:40:21 -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: 2020.05.26 16:54:55 -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>1343</u> TITLE: <u>Wilkes Connections</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=tgentry@yadkincountync.gov, c=US Date: 2020.05.26 16:57:37 -0400</small>	CLERK COMPLETES
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SECTION 4 - Contract Control Form (ROUTING ORDER) I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

I. ATTORNEY
 This contract has been reviewed through the legal review process and approved by the Attorney.
 ATTORNEY SIGNATURE: Edward Powell DATE: 5-26-20

II. INSURANCE
 No Insurance Required Certificate attached and approved Hold contract pending receipt of certificate of insurance
 INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 05/28/2020

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: 2020.05.28 10:27:34 -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:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act
 FINANCE OFFICER SIGNATURE: Lindsey M. Cearlock DATE: _____
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.28 10:46:39 -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 SERVICES

NORTH CAROLINA

(Munis Contract Number) _____

This Agreement is made and entered into this 26th day of May, 2020 (“Effective Date”) between Yadkin County, North Carolina (“County”) and Wilkes Connections, inc (“Provider”).

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

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

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

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

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

This Agreement shall end on _____, 20____.

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

This Agreement shall continue until terminated in accordance with Section 9 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 \$ 14,258.15 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
 Dale Ring
 217 E. Willow St
 Yadkinville, NC 27055
 dring@yadkincountync.gov
 336-849-7700, Cell - 336-467-7211

THE PROVIDER

Wilkes Connections, Inc.
 Gwyn Cleary, President
 573 Elledge Rd
 North Wilkesboro, NC 28659
 Wilkesconn@AOL.com
 336-670-3388

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 Wilkes Connections

BY: Gwyn Cleary Digitally signed by Gwyn Cleary
DN: o=Wilkes Connections, Inc., cn=Gwyn
Cleary, e=gwyn@wilkesconnectionsinc.com
Reason: I am the author of this document
Location: your signing location here
Date: 2020.05.26 10:20:19
Foxit PhantomPDF Version: 9.5.0

Name: Gwyn

Title: Preside

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

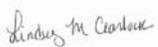
 Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.26 16:47:24 -0400
Yadkin County Finance Officer

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.)

Network wiring per attached quote request & quote (attachment A) for the Yadkin County Sheriff's office administration building.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration- 5/13/2020

Request:

approve the agreement with Withers Ravenel to conduct a Merger/Regionalization Feasibility Study of Yadkin County Water Systems

Background:(Justification for request, please be specific)

Yadkin County was awarded the Merger/ Regionalization Feasibility Grant from NC Department of Environmental Quality- Division of Water Infrastructure. The Yadkin County Board of Commissioners approved the County Manager to engage in contract negotiations Withers Ravenel to conduct the study.

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 total amount awarded in the grant is \$50,000. The study will cost \$49,500.

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

Make a motion to...

approve the agreement with Withers Ravenel to conduct the Yadkin County Water Systems Merger/Regionalization Feasibility Study.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Finance / 05/27/2020 /Lindsey Cearlock

Request:

Approve the budget amendment as presented.

Background:(Justification for request, please be specific)

Replacement law enforcement vehicles for the Sheriff's Office.

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

Appropriating \$195,000 from the appropriated fund balance.

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

Make a motion to...

To approve the budget amendment as presented.

BUDGET AMENDMENT FORM

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

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

Lindsay M. Cearlock

Digitally signed by Lindsay Cearlock
DN: cn=Lindsay Cearlock, ou=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.27 09:36:28 -0400

Finance Officer

DEPARTMENT: Finance

DEPARTMENT HEAD SIGNATURE:

Lindsay M. Cearlock

Digitally signed by Lindsay Cearlock
DN: cn=Lindsay Cearlock, ou=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.27 09:36:28 -0400

DATE: 05/27/2020

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
Non-Classified App Fund Balance	1044000-49000	2,585,528	195,000	2,780,528
Funds Transfer - Capital Projects	1054212-57030	640,331	195,000	835,331
Vehicle Replacement - Transfer from GF	4249000-42410	15,000	195,000	210,000
Vehicle Replacement - Vehicles	4259000-56100	70,000	195,000	265,000

EXPLANATION: Appropriating fund balance to replace law enforcement vehicles for Sheriff's Office

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

 Yes
 No

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

Chairman

Calendar **Notes:**

- 1) June 5, 2020 – Virtual NCACC Coffee Talk for Districts 13-18 at 10:00am.
- 2) June 11, 2020 – Special Meeting for the Proposed Budget Public Hearing and the Economic Development Public Hearing at 7:00pm in the Board of Commissioners Room.
- 3) July 3, 2020 – County Offices Closed for Independence Day.
- 4) July 17 – 20, 2020 – The Annual NACo Conference has been canceled.

Manager's Reports / **Board Action**

Manager's Budget Amendments

& Contracts

No Action Required

Department	Purpose
Tax Office Gasoline/Diesel Fuel (25) Dues & Subscriptions 25	Transfer of funds needed to cover the cost of IAAO dues.
Emergency Services Food & Provisions (500) Uniforms 500	Transfer of funds needed to purchase uniform items due to COVID-19.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 5-08-2020

Request:

Appointments to Partners Behavioral Health Management Board.

Background:(Justification for request, please be specific)

Commissioner Frank Zachary currently serves on the Partners Behavioral Health Management Board. His term expires 6/30/2020. He has served an initial term and two full 3 year terms so at least a 1 year lapse period is needed before he could be appointed to serve again. The Board has been asked to appoint someone to serve on the Partners Behavioral Health Management Board. The term is 3 years.

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

N/A

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

Make a motion to...

appoint _____ to serve a 3 year term on the Partners Behavioral Health Management Board, effective July 1, 2020 through June 30, 2023.