

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this 1<sup>st</sup> day of November, 2014 ("Effective Date") between Yadkin County, North Carolina ("County") and SOUTH WESTERN COMMUNICATIONS (SWC) ("Provider").

WHEREAS, the County and SWC wish to enter into a contract under which SWC 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 SWC agree as follows:

1. Services To Be Performed. SWC agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. SWC warrants that all materials it provides shall be equal in quality to originally installed products and SWC 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.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay SWC for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Invoices shall be submitted at the beginning of each coverage period.

3. Non-waiver. If the County at any time does not require SWC to satisfy any of SWC'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 SWC 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 SWC, which shall not be deemed a waiver of any later breach by SWC, nor shall it be deemed a waiver of this section of the Agreement.

4. Independent Contractor. For purposes of this Agreement, SWC at all times shall be considered an independent contractor, and the County shall not be deemed the employer of SWC or of any of SWC's agents or employees, nor shall the County be

responsible for the actions or omissions of SWC or its agents and employees. For purposes of this Agreement, SWC 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.

5. Insurance. For the term of this Agreement, SWC shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. 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, SWC shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and SWC shall keep that certificate current by submitting to the County updated certificates as SWC's insurance policies are renewed or otherwise modified. SWC 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.

6. Indemnity. SWC 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. SWC's obligations under this section shall survive termination of this Agreement.

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

8. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and SWC 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 SWC.

9. 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.

10. 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.

11. Compliance With Laws. SWC 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.

12. Repair of Damages. SWC 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 SWC to fully compensate the County for any such damages rather than have SWC repair them.

13. 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.

14. Non-Assignment. SWC 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.

15. Notices. Any notice or communication to the County or SWC for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

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

17. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

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

THE COUNTY

BY: [Signature]

Name: LISA L. HUGHES

Title: COUNTY MANAGER

SWC

BY: [Signature]

Name: Fredric Steele

Title: Branch Manager

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

[Signature]  
Deputy Finance Officer

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By SWC. (The Services may also be described on one or more attached sheets, but each must be signed by SWC and the County.)

SWC PROVIDES WARRANTY EXTENSION FOR INTEGRATED SECURITY SYSTEMS AT THE DETENTION

CENTER. THIS INCLUDES FULL WARRANTY EXTENSION ON ALL PARTS, MATERIALS, LABOR AND

SOFTWARE SUPPORT. SYSTEMS COVERED ARE TOUCHSCREEN CONTROL STATIONS, DOOR

CONTROL, INTERCOM, CCTV AND ACCESS CONTROL INSTALLED BY SWC

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

X This Agreement shall end on JUNE 30, 2016.

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

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

C. Payment to SWC. (Check the provision that applies.)

X The County shall pay SWC \$12,157 (1ST 8 MONTHS) and \$24,315 (2ND YR).

       The County shall pay the Provider a total of \$       for all Services performed under this Agreement. SWC will invoice the County for Services as they are performed, but no more frequently than monthly.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, SWC shall maintain worker's compensation insurance as required by North Carolina law to cover all of SWC's employees engaged in any work under the Agreement. SWC 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.

F. **EXCLUSIONS:** Services to be provided by SWC pursuant to this Agreement do not include:

- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by SWC and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the original warranty letter
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SWC's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-SWC equipment and devices not supplied by SWC.
- e) Electrical work external to the equipment or accessories furnished by SWC.
- f) Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of the County.

G. **ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during normal business hours. Service performed outside this window, or as a result of the failure of the County to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SWC prevailing rates. County shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SWC's specific permission, nor permit the same by other Contractors. Any work performed by SWC to correct County's breach of the foregoing obligation shall be corrected and paid for by County at SWC prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of South Western Communications shall be corrected by South Western Communications and paid for by County in accordance with South Western Communications prevailing rates.

H. Contact Information.

THE COUNTY

SWC

YADKIN COUNTY SHERIFF'S OFFICE  
PO BOX 443, 210 E HEMLOCK ST  
YADKINVILLE, NC 27055  
PHONE: 336/679-4217, FAX: 336/679-7982

Chris Plemons, Service Manager  
SWC Corrections & Justice Group  
1608 Church Street, Decatur, AL 35601  
Phone: 256/351-2445 Fax: 256/351/1648

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

SWC

BY: *Lisa L. Hubbes*

BY: *Freddie Steele*

Name: *LISA L. HUBBES*

Name: *Freddie Steele*

Title: *COUNTY MANAGER*

Title: *Branch Manager*

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

*Gary Groce*  
(Signature of County Finance Officer)  
*Deputy Finance Officer*