

Agreement

between

the COUNTY OF YADKIN

and

the Piedmont Triad Regional Council

The County of Yadkin ("County") and Piedmont Triad Regional Council ("COG") have agreed for the COG to administer Yadkin County's Pretrial Release Program.

The County wishes to exercise some oversight over the use of these funds, as it may suffer negative consequences if the funds are not used in accordance with all applicable laws and the terms of this Agreement. Therefore, as a condition of allocating any funds to the COG, the County requires that it have access to information needed to ensure that these funds are used appropriately, and it requires the COG to agree to abide by certain requirements in using these funds. The COG is willing to accept and adhere to the County's requirements as a condition of receiving County funds.

Therefore, in exchange for the mutual promises and covenants in this Agreement, as well as other good and valuable consideration, the sufficiency of which is acknowledged by both the County and the COG, the County and the COG agree to the following:

1. The COG shall use any County funds solely for purposes contemplated by and authorized by the County and for no other purpose. The COG shall maintain detailed and accurate records that will allow the County to determine and confirm how all County funds are spent, and the COG shall provide those records to the County upon request.

To the extent of funds allocated by the County to the COG, those funds shall be provided in the form of reimbursement of expenditures. No more frequently than once per month, the COG shall provide the County with a request for reimbursement. That request shall explain the purpose of the expenditures for which reimbursement is being sought, and the COG shall confirm in writing that the expenditures are ones for which reimbursement is permitted under these terms and the Approved Budget (as that term is defined below). The County shall provide County funds only in response to reimbursement requests satisfying the terms and conditions of the County and this Agreement.

2. The COG shall maintain and make available to the County its financial records so that the County can assess the financial condition of the COG and can determine whether the COG remains solvent and financially viable.

a. For each month covered by this Agreement, the COG shall provide the County with detailed revenue and expenditure statements no later than the tenth (10)

day of the following month. Each statement shall cover all COG revenues and expenditures for the month.

- b. Promptly upon their completion, the COG shall provide the County with copies of the COG's quarterly and annual financial statements and audits that cover any period of time during which this Agreement is in effect.
- c. The COG shall make available to the County any records evidencing any debt owed by the COG. These records shall include not only those showing the amount of any debt owed, but also the agreements or other instruments creating the debt (promissory notes, financing agreements, etc.).
- d. Upon request, the COG shall provide the County with financial records from prior years, including records that concern the COG's handling and use of County funds provided by the County to the COG in prior years.

3. The COG shall promptly provide the County with copies of all service reports, financial reports, and any other reports or documentation that are completed concerning the Program.

4. The County has allocated \$88,835 for the Pre-trial Release Program in FY2015. The COG acknowledges having received and reviewed this Budget and will spend and use any County funds allocated to it only in strict compliance with the Budget. The COG acknowledges that neither this Agreement nor the Budget is a guarantee that the County will provide future funds to the COG. The County will provide funds to the COG only to the extent that County funds are available and the County concludes in its sole discretion that allocating those funds to the COG is in the County's best interests.

5. The COG will indemnify and reimburse the County for any funds not used in accordance with, applicable laws, or other terms of the County or because the COG otherwise breached its obligations under this Agreement.

6. The parties acknowledge and agree that the County might provide one or more vehicles ("Vehicles") for use by the COG as part of the COG's operation of the Pretrial Release Program. The COG agrees that any Vehicles shall remain the property of the County, and the COG shall not claim any ownership or other interest in a Vehicle or represent to any third party that it has any ownership or other interest in a Vehicle. The COG shall not allow a lien to be placed on any Vehicle, and (except in an emergency when the County's prior written permission cannot reasonably be obtained) the COG shall obtain the County's written permission before having any maintenance, repair, or other work performed on any Vehicle. Any maintenance, repairs, or other work performed on any Vehicle may be submitted with the monthly COG reimbursement request and will come from the COG's budget appropriation.

The COG shall allow Vehicles to be driven and used only by COG employees who are properly licensed to drive the Vehicles, and upon request the COG shall provide the County with a list of those COG employees who might operate any Vehicle. The COG shall allow Vehicles to be used only as part of the COG's operation of the Pretrial Release Program and not for any other purpose, including without limitation the personal use of any COG employee. The COG shall comply with any instructions, requirements, or restrictions imposed by the County on the use of Vehicles, including without limitation any instructions, requirements, or restrictions intended by the County to help ensure that Vehicles remain covered by County insurance policies. The COG shall promptly (and in no event later than the next business day) inform the County in writing of any accident involving a Vehicle, and the COG shall comply fully with any investigation into the accident conducted by the County or the County's insurer. Upon request by the County, the COG will immediately stop driving or using any Vehicle and return that Vehicle to the County's possession. The COG 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 the COG's possession or use of any Vehicle, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage.

The County will issue a fuel card for the vehicle(s) and PIN # for each driver. The COG shall provide all fuel receipts to the County by the 10th of every month. The COG's appropriated budget shall include all fuel expenditures and vehicle maintenance required for the vehicle(s).

7. For the term of this Agreement, the COG shall maintain at its sole expense worker's compensation insurance (\$500,000/\$500,000/\$500,000 minimum) as required by North Carolina law and general liability insurance with limits of at least \$1,000,000 occurrence/\$2,000,000 aggregate. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Upon request during the term of this Agreement, the COG shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the COG shall keep that certificate current by submitting to the County updated certificates as the COG's insurance policies are renewed or otherwise modified. The COG 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.

8. If the County at any time does not require the COG to satisfy any of the COG's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege to it by this Agreement, that shall not waive or limit the County's ability to require the COG 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 COG, that shall not be deemed a waiver of any later breach by the COG, nor shall it be deemed a waiver of this section of the Agreement.

9. This Agreement constitutes the complete and entire Agreement between the County and the COG 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 COG. 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 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. 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. The COG 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

10. This Agreement shall terminate on the later of July 1, 2015, or the date that the COG spends or otherwise disburses the last of any County funds allocated to it for the July 1, 2015, through June 30, 2016 year.

Agreed this 21 day of 9, 2015.

Yadkin County

BY: Eric Hughes
Name: Eric L. Hughes
Title: COUNTY MANAGER

Piedmont Triad Regional Council, _____

BY: Matthew L. Dolge
Name: Matthew L. Dolge
Title: Executive Director

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

Sam Graw