

Agreement between

the COUNTY OF YADKIN

and

Yadkin Valley Economic Development District, Inc.

The County of Yadkin ("County") and the Piedmont Triad Regional Council Area Agency ("Area Agency") have entered into an agreement for the County to receive a Home and Community Care Block Grant for Older Adults ("HCCBG"). The County anticipates allocating some of the HCCBG funds to Yadkin Valley Economic Development District, Inc. ("YVEDDI") to be used by YVEDDI to provide the following services in Yadkin County: Transportation (General and Medical), Meals (Congregate and Home Delivered) and Senior Center Operations, as those services are contemplated by and defined by the HCCBG.

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

1. YVEDDI shall use any HCCBG funds solely for purposes contemplated by and authorized by the HCCBG and for no other purpose. YVEDDI shall maintain detailed and accurate records that will allow the County to determine and confirm how all HCCBG funds are spent, and YVEDDI shall provide those records to the County upon request. YVEDDI shall maintain all records related to the HCCBG for a minimum of three (3) years after termination of this Agreement.

2. To the extent of any HCCBG funds allocated to YVEDDI, YVEDDI shall be responsible for providing from its own funds any matching funds required by the HCCBG.

3. YVEDDI shall maintain and make available to the County upon request its financial records so that the County can assess the financial condition of YVEDDI and can determine whether YVEDDI remains solvent and financially viable. By example only and not for purposes of limitation:

a. For each month covered by this Agreement, YVEDDI shall provide the County with detailed revenue and expenditure statements.

- b. Promptly upon their completion, YVEDDI shall provide the County with copies of its quarterly and annual financial statements and audits that cover any period of time during which this Agreement is in effect.
- c. YVEDDI shall make available to the County any records evidencing any debt owed by YVEDDI. These records shall include 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, YVEDDI shall provide the County with financial records from prior years, including records that concern YVEDDI's handling and use of grant funds provided by the County to YVEDDI in prior years.

4. YVEDDI shall promptly provide the County with copies of all service reports, financial reports, and any other reports or documentation that are submitted to the Area Agency concerning the HCCBG or any HCCBG funds. YVEDDI also shall notify the County promptly of all Area Agency monitoring visits and shall promptly provide the County with copies of all monitoring reports from the Area Agency, as well as any corrective action plans or other documentation received from the Area Agency.

5. Attached to this Agreement as Exhibit A is a copy of a "Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services" ("Block Grant Agreement") between the County and the Area Agency. YVEDDI acknowledges having read the Block Grant Agreement. YVEDDI agrees to fully comply with all requirements of the Block Grant Agreement regarding the use of HCCBG funds, including (by example only and not for purposes of limitation) those found in these provisions of the Block Grant Agreement:

- a. Assignability and Contracting (Section 6)
- b. Equal Employment Opportunity and Americans with Disabilities Act Compliance (Section 14)
- c. Prohibition against Using Funds to Influence Legislation (Section 19)

YVEDDI also acknowledges and agrees that the County must be able to satisfy its obligations under the Block Grant Agreement, and YVEDDI agrees to comply with any reasonable requests or instructions from the County that the County believes are necessary or helpful in allowing the County to meet its obligations under the Block Grant Agreement.

6. Attached to this Agreement as Exhibit B is the County Funding Plan for the HCCBG. YVEDDI acknowledges having received and reviewed this Plan. YVEDDI acknowledges that neither this Agreement nor the Funding Plan is a guarantee that the County will provide any particular amount of funds to YVEDDI. The County will provide

funds to YVEDDI only to the extent that HCCBG funds are available and the County concludes in its sole discretion that allocating those funds to YVEDDI is in the County's best interests.

7. YVEDDI will indemnify and reimburse the County for any HCCBG funds allocated to YVEDDI that the County must repay to the Area Agency because those funds were not used or spent in accordance with the Block Grant Agreement, applicable laws, or other terms of the HCCBG or because YVEDDI otherwise breached its obligations under this Agreement.

8. For the term of this Agreement, YVEDDI shall maintain at its sole expense worker's compensation insurance as required by North Carolina law and general liability insurance with limits of at least \$1,000,000/\$1,000,000. 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, YVEDDI shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and YVEDDI shall keep that certificate current by submitting to the County updated certificates as YVEDDI's insurance policies are renewed or otherwise modified. YVEDDI 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.

9. If the County at any time does not require YVEDDI to satisfy any of YVEDDI'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 YVEDDI 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 YVEDDI that shall not be deemed a waiver of any later breach by YVEDDI, nor shall it be deemed a waiver of this section of the Agreement.

10. This Agreement constitutes the complete and entire Agreement between the County and YVEDDI 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 YVEDDI. 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. YVEDDI 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.

11. This Agreement shall terminate on the later of June 30, 2021, or the date that YVEDDI spends or otherwise disburses the last of any HCCBG funds allocated to it for the July 1, 2020, through June 30, 2021 year. YVEDDI's obligations under Paragraphs 1, 2, 3, 4, 5, and 8 of this Agreement shall survive termination of this Agreement.

Agreed this 21 day of September, 2020.

Yadkin County

BY: Lindsey Clearlock  
Name: LISA L. CLEARLOCK  
Title: County Manager

Yadkin Valley Economic Development District, Inc.

BY: Kathy Payne  
Name: Kathy Payne  
Title: Executive Director

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

Finance Officer Signature: Lindsey Clearlock

Digitally signed by Lindsey Clearlock  
DN: cn=Lindsey Clearlock, o=Yadkin County, ou=Finance  
Department, email=lclearlock@yadkincountync.gov, c=US  
Date: 2020.09.04 16:58:30 -04'00'

Date: \_\_\_\_\_