

**FORSYTH COUNTY**  
**BOARD OF COMMISSIONERS**

**BRIEFING  
DRAFT**

MEETING DATE: NOVEMBER 9, 2017

AGENDA ITEM NUMBER: 9

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS HEALTH DEPARTMENT, AND WILKES COUNTY, ON BEHALF OF ITS HEALTH DEPARTMENT  
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  Yes  No

SIGNATURE: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF  
AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY, ON  
BEHALF OF ITS HEALTH DEPARTMENT, AND WILKES COUNTY, ON  
BEHALF OF ITS HEALTH DEPARTMENT  
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**WHEREAS**, on July 1, 2017, Forsyth County was awarded funds from North Carolina Department of Health and Human Services, Division of Public Health, Office of Minority Health and Health Disparities for the Minority Diabetes Prevention Program Regional Collaborative; and

**WHEREAS**, Forsyth County through its Department of Public Health, proposes to enter into an interlocal agreement with Wilkes County, on behalf of its Health Department, to support Region 3 Minority Diabetes Prevention Program efforts in Wilkes County by locating and leasing sites in Wilkes County for related classes; and

**WHEREAS**, Forsyth County agrees to pay Wilkes County a sum not to exceed \$11,000 for its efforts to support Region 3 Minority Diabetes Prevention Program Regional Collaborative;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Health Department, and Wilkes County, on behalf of its Health Department, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the agreement, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original agreement is incorporated herein by reference (Contract Control # 2018-0239-00).

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County, on behalf of its Health Department, and Wilkes County, on behalf of its Health Department, is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 9<sup>th</sup> day of November 2017.

NORTH CAROLINA)

FORSYTH COUNTY)

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September, 2017 by and between Forsyth County, North Carolina (the "County"), party of the first part; and Wilkes County Health Department (the "Provider"), party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

Provider shall provide support for Region 3 Minority Diabetes Prevention Program (MDPP) efforts in Wilkes County. The provider will source sites for MDPP classes, negotiate lease/rental agreements for the sites with vendors, and will receive invoices related to such and pay on behalf of the Region 3 MDPP project.

II.

The services of the Provider shall begin on September 8, 2017 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until May 25, 2018 provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$11,000.00. Total payments under this contract are not to exceed \$11,000.00 during fiscal year 2017-2018.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its Officials and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or arising wholly or in part due to any act or omission of the Provider or his employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this or any future contract entered into with Forsyth County.

The Provider is not eligible for workers' compensation under Forsyth County's policy while performing the contracted service for Forsyth County.

Furthermore, the Provider agrees to protect, defend, indemnify, and hold Forsyth County, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlement cost charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind in connection with or arising out of this or any future agreement and/or the performance growing out of injury to the contractor or contractor's agents, servants, employees, subcontractors, or suppliers. The Provider furthermore agrees to investigate, handle, respond to, provide defense for all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind and defend them at his sole expense and agrees to bear all other costs and expenses related thereof. These terms apply to this and any future agreement the Provider may have with Forsyth County.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.

D. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section.
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

E. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

The Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

This agreement shall supersede and cancel all other agreements and understandings, written or oral, relating to this subject matter of this agreement.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

**FORSYTH COUNTY, NORTH CAROLINA**

By: *Mark Hester*  
Health Director

10/10/17  
Date

By: \_\_\_\_\_  
Forsyth County Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk to the Board

(SEAL)

**Provider**

By: *Ann Absher, Health Director*  
Ann Absher, Wilkes County Health Director

Wilkes County Health Department  
306 College Street  
Wilkesboro, NC 28697

Date: 9/25/17

Tax ID number: 56-6000350

OCA(s) to be used  
374030-~~2230~~ (\$11,000.00)  
2326

Contract #2018-0239-00: Wilkes County Health Department

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

10/23/2017

**Date**

*Paul L. Jenkins*  
**Director of Finance**