



AGENDA PACKET

FOR

AUGUST 10, 2020

REGULAR MEETING
OF THE
YANCEY COUNTY BOARD OF COMMISSIONERS



**AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
AUGUST 10, 2020
6:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
 - a. Approval of July 13, 2020 Regular Meeting Minutes**
 - b. Approval of MOU between Yancey County and Soil & Water Conservation**
 - c. Approval of Interlocal Agreement between Yancey County and the Town of Burnsville for Management of Coronavirus Relief Funds**
 - d. Approval of W.A.M.Y. Community Housing Coalition Letter of Agreement**
 - e. Approval of late Application for Property Tax Relief**
 - f. Approval to ratify DSS Contract for Legal Services**
 - g. Dogwood Health Trust Census Grant - Informational**
 - h. July 2020 Tax Collection Reports – Informational**
- V. Appointment**
 - a. Yancey County EDC Board**
- VI.**
- VII. Cooperative Extension – Jordan English**
- VIII. Glyphosate Spraying Issues – Julie B. Eldridge**
- IX. County Manager's Report – Lynn Austin**
 - a. RESOLUTION - Mayland Community College Anspach Mfg. School**
 - b. 414 E. Main St. Lease Agreements**
- X. County Commissioners' Report**
- XI. County Attorney's Report – Donny Laws**
- XII. Public Comments**
- XIII. Adjourn**



CONSENT AGENDA ITEMS

Description

The consent agenda presented for August 2020 Regular Meeting includes the following for review and approval:

- Approval of July 13, 2020 Regular Meeting Minutes
- Approval of MOU between Yancey County and Soil & Water Conservation
- Approval of Interlocal Agreement between Yancey County and the Town of Burnsville for Management of Coronavirus Relief Funds
- Approval of W.A.M.Y. Community Housing Coalition Letter of Agreement
- Approval of late Application for Property Tax Relief
- Approval to ratify DSS Contract for Legal Services
- Dogwood Health Trust Census Grant - Informational
- July 2020 Tax Collection Reports – Informational

Item Presenter

Board Action Requested

Approve the Consent Agenda Items

Minutes of the July 13, 2020
Regular Meeting of the Yancey County Board Of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville North Carolina

Present at the meeting held July 13, 2020 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner David Grindstaff, Commissioner Jill Austin, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, County Attorney Donny Laws, Clerk to the Board Sonya Morgan. A member the general public attended the meeting.

Call to Order

Chairman Whitson called the meeting to order and welcomed those in attendance.

Invocation and Pledge of Allegiance to the Flag

Commissioner Ledford delivered the invocation. Commissioner Riddle led the Pledge of Allegiance to the Flag.

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Riddle made a motion to approve the agenda. Commissioner Ledford seconded the motion. By unanimous vote the agenda was approved. (Attachment A)

Consent Agenda

Chairman Whitson read through the items on the consent agenda as follows:

- Approval of June 8, 2020 Regular Meeting Minutes
- Approval of June 8, 2020 Closed Session Minutes
- Approval of Fiscal Year 2020-21 Budget Work Sessions Minutes
- Approval of June 22, 2020 Closed Session Minutes
- Approval of Road Naming Request (Attachment B)
- Approval of Voting Delegate and Alternate for Annual Business Session of NCACC Annual Conference (Attachment C)
- Approval of Anchor QEA Contract for Water Quality Environmental Monitoring at Landfill (Attachment D)
- Approval of Pruitt Home Health Lease Agreement Amendment (Attachment E)
- Approval of End of Term 2019-20 Annual Settlement for Unpaid Real Property Taxes and End of Term 2019-20 Annual Settlement for Unpaid Personal Property Taxes (Attachment F)
- June 2020 Tax Collection Reports – Informational (Attachment G)
- Educational Letter of Agreement between Yancey County and ASU – Informational (Attachment H)

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Ledford made a motion to approve the consent agenda, which was seconded by Commissioner Grindstaff. By unanimous vote the consent agenda was approved.

County Manager's Report

County Manager Austin began her report by giving an update on the new county EMS department, which began providing service July 1, 2020. She reported that EMS received approximately 100 calls in the first week of service. County Manager Austin distributed a supply charge list to the Board, which was prepared by the third party billing vendor, EMS MC. (Attachment I) The list details EMS charges for supplies billed for other EMS MC clients. County Manager Austin indicated the list was provided for informational purposes and explained that the county could consider charging similar rates for supplies. Commissioner Ledford asked if the supply costs could be tracked through December. County Manager Austin indicated supply costs would be monitored and the county could consider adding the charges at a later date, possibly

annually, but could add them at any time. County Manager Austin then asked the Board to consider allowing the employees with EMS to accrue vacation and sick leave commensurate with their years of service while employed by HCA in Yancey County. County Attorney Laws advised the county personnel policy did not provide for length of service for contractors, as is the case with the former HCA/EMS employees. Mr. Laws advised in order to consider years of service by contractors working in Yancey County that a policy would need to be adopted to do so. A discussion ensued regarding following current personnel policies.

County Manager Austin then provided a list of the proposed Yancey County Building Inspection Rates, with comparisons from neighboring counties and last revision dates and a copy of the county's cell phone ordinance. (Attachment J & K respectively) She indicated additional revenues would be used to employ another building inspector, as there is currently only one full time inspector with Yancey County who is also contracted with the Town of Burnsville. County Manager Austin asked the Board to approve the proposed rates and indicated a 30-day notice would be given to the public of the new fee schedule. Commissioner Riddle made a motion to approve the proposed Yancey County Building Inspection Fees with Commissioner Grindstaff seconding the motion. By unanimous vote the motion was approved.

Next, County Manager Austin asked the Board to consider an EMS franchising ordinance. She indicated a franchising ordinance would ensure outside emergency medical services would not pick up our patients when Yancey County EMS is available. County Manager Austin asked the Board to authorize her and County Attorney Laws to draft the proposed EMS franchising ordinance. Commissioner Riddle made a motion to authorize County Manager Austin and County Attorney Laws to draft a proposed EMS franchising ordinance with Commissioner Ledford seconding the motion. By unanimous vote the motion was approved. County Manager Austin asked the Board to consider EMS mutual aid agreements with EMS services in neighboring counties. She indicated details of services, billing, and expectations should be in writing. Commissioner Ledford made a motion to authorize County Manager Austin and County Attorney Laws to develop EMS mutual aid agreements for Board consideration. Commissioner Riddle seconded the motion. By unanimous vote the motion was approved.

County Manager Austin invited Board members to a drop-in appreciation reception to be held July 28 at 4:00 pm for Jerry Moody, who served as the interim director at the Cooperative Extension. County Manager Austin reported that the slope in the transfer station floor at the landfill would be ground and smoothed by the contractor. She also reiterated Avery County had helped tremendously in receiving the waste from Yancey County. She also reported that the lights at Cane River Park were installed and scheduled to be operational by July 15 and that the berm restoration at the park was under review by FEMA. County Manager Austin reported that the Ray Cort Park stream restoration was completed and the construction and renovation of the park was posted for bids. County Manager Austin also reported to the Board the county would be receiving an additional allocation of COVID-19 funding bringing the total amount to approximately \$800,000, with 25% to be allocated to the Town of Burnsville as required. County Manager Austin said that the county is keeping track of costs and is responsible for reporting use of funds. She also reported some of the funds would be used to cover the cost of housing inmates in other counties, repairing the ventilation system in the control room, and to cover the cost of the deep cleaning at the jail facility.

County Manager Austin then reported that SEARCH had reached out to county management and wants to help with the census. SEARCH has requested the county provide a letter of support and intends to apply for a grant to be used in their efforts to ensure that everyone is counted in the census. County Manager Austin said that she would draft a letter of support and include it on the consent agenda for the August 2020 regular meeting.

County Manager Austin presented Amendment #3 to the Withers & Ravenel contract for the East Yancey Water & Sewer project, which increases the amount to \$50,000. (Attachment L) She reported that ARC was good with the environmental piece, but wanted the additional funds for any potential issues that may arise. Commissioner Ledford made a motion to approve Amendment #3 to the Withers & Ravenel contract with Commissioner Grindstaff seconding the motion. By unanimous vote the motion was approved.

County Commissioners Report

Commissioner Riddle asked for update on lease agreement for the property currently being used by RHA and Yancey Residential. County Manager Austin indicated that Building A would be leased to RHA as previously decided to continue to provide services to the clients. She reported that Yancey Residential had expressed interest in Building B. A discussion ensued regarding leasing Building B to Yancey Residential with provisions for limited use, insurance, and no reassigning or subletting of the lease. Commissioner Ledford asked about liability. Mr. Laws said that the county would require the entity to have liability insurance with the county named as additional insured. Commissioner Grindstaff made a motion to authorized County Manager Austin to negotiate the terms of a lease with Yancey Residential for Building B, including the storage building and dog lot, and bring to the Board for approval. Commissioner Ledford seconded the motion. By unanimous vote the motion was approved. Mr. Laws said that the county could draft an agreement for the non-profit with provisions for reimbursable accountability.

Public Comment

There were no public comments.

County Attorney's Report

County Attorney Laws did not have anything to report to the Board this month.

Adjournment

Having no further business, Commissioner Ledford made a motion to adjourn with Commissioner Riddle seconding the motion. The Board of Commissioners voted unanimously to adjourn.

Approved and authenticated this the 10th day of August 2020.

Jeff Whitson, Chairman

Mark Ledford, Vice Chairman

Jill Austin, Commissioner

Sonya Morgan, Clerk to the Board

David Grindstaff, Commissioner

(county seal)

Johnny Riddle, Commissioner

MEMORANDUM OF UNDERSTANDING

**Between the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
And the
NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES – DIVISION OF SOIL AND WATER
CONSERVATION
And the
YANCEY SOIL AND WATER CONSERVATION DISTRICT
And
YANCEY COUNTY, NORTH CAROLINA**

**For their Cooperation In the
Conservation of Natural Resources**

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Yancey Soil and Water Conservation District (SWCD), and Yancey County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA – Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Yancey Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state, and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit, and responsibility.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

ROLES AND RESPONSIBILITIES:

CONSERVATION PROGRAM IMPLEMENTATION

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedures developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of federal, state, and local conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for conservation planning, implementation and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation delivery framework as needed to facilitate implementation of the programs shown in *Attachment A*. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs to provide basic customer service including, but not limited to:

1. Interviewing the customer to determine goals and objectives
2. Gathering on farm data to support development of a conservation plan
3. Develop a conservation plan following the NRCS 9-steps of conservation planning process.
4. Districts that are co-located with NRCS shall utilize the latest USDA-NRCS tools for completing conservation planning processes and reporting (i.e., CDSI)
5. Providing basic information about program requirements and signup periods
6. Helping a customer complete a program application

Setting Conservation Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further to agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has the responsibility to organize local working groups (LWG) to assess resource conditions and establish local priorities. As well, LWG will develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01 – June 30). Each party will prioritize workload as follows, NRCS employees will first address workload associated with federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North

Carolina State and local programs listed in Attachment A and other District priorities. Likewise, State and District staff will first address workload associated with the State and local programs listed in Attachment A, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

Local Working Groups: Local working groups (LWGs) are subcommittees of the State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs.

LWGs are responsible for:

- (1) Ensure that a conservation needs assessment is developed using community stakeholder input.
- (2) Utilize the conservation needs assessment to help identify program funding needs and conservation practices.
- (3) Identify priority resource concerns and identify, as appropriate, high-priority areas needing assistance.
- (4) Recommend USDA conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates.
- (5) Participate in multicounty coordination where program funding and priority area proposals cross county boundaries.
- (6) Assist NRCS and the NRCS conservationist with public outreach and information efforts and identify educational and producers' training needs.
- (7) Recommend State and national program policy to the State Technical Committee based on resource data.
- (8) Utilize the conservation needs assessment to identify priority resource concerns that can be addressed by USDA programs.
- (9) Forward recommendations to the NRCS designated conservationist or Farm Service Agency (FSA) County Executive Director, as appropriate.
- (10) Adhere to standard operating procedures identified in Title 440, Conservation Programs Manual (CPM), Part 501, Subpart B, Section 501.14.

LWG membership should be diverse and focus on agricultural interests and natural resource issues existing in the local community. Membership should include agricultural producers representing the variety of crops, livestock, and poultry raised within the local area; owners of nonindustrial private forest land, as appropriate; representatives of agricultural and environmental organizations; and representatives of governmental agencies carrying out agricultural and natural resource conservation programs and activities. Membership of the local working group may include but is not limited to Federal, State, county, Tribal, or local government representatives.

For the LWGs, Conservation Districts shall:

- (i) Develop the conservation needs assessment as outlined in 440-CPM, Part 500, Subpart A.
- (ii) Assemble the local working group.
- (iii) Set the agenda.
- (iv) Conduct the local working group meetings.
- (v) Transmit the local working group's priority area and funding requests to the NRCS designated conservationist or the State Technical Committee, as appropriate.

It is the NRCS designated conservationist's responsibility to participate in the local working group and to—

- (i) Encourage and assist other USDA agencies to participate in the locally led conservation and working group efforts, as feasible.
- (ii) Assist with identifying members for the local working group.
- (iii) Help identify program priorities and resources available.
- (iv) Assist in the development of program priority area proposals.
- (v) Comply with the National Environmental Policy Act, nondiscrimination statement, and other environmental, civil rights, and cultural resource requirements.
- (vi) Support and advise the local working group concerning technical issues, program policies and procedures, and other matters relating to conservation program delivery.
- (vii) Ensure that populations are—
 - Provided the opportunity to comment before decisions are rendered.
 - Allowed to share the benefits of, not excluded from, and not affected in a disproportionately high and adverse manner by Government programs and activities affecting human health or the environment.
- (viii) Analyze performance indicators and reports.
- (ix) Report the conservation programs' impacts on resources.
- (x) Perform the responsibilities of the conservation district where a conservation district is not present or chooses not to fulfill the responsibilities outlined in 440-CPM, Part 501, Subpart A, Section 501.6A.
- (xi) Give strong consideration to the local working group's recommendations on NRCS programs, initiatives, and activities.
- (xii) Ensure that recommendations, when adopted, address natural resource concerns.

Programs to be implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. *Attachment A* includes an example of programs that will be utilized to address priorities and concerns. Employees from agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform public of program opportunities and benefits. This information will be disseminated to the appropriate media, to promote district activities and programs. See *Attachment A* for a marketing profile and a summary of media outlets.

TECHNICAL ADEQUACY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, and maintenance of the Field Office Technical Guide. As well, the NRCS will be the lead agency for all processes associated with Job Approval Authority (JAA) for NRCS conservation practice standards and Conservation Planner Designation (CPD). When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets the 9-steps of conservation planning process and applicable policies as described in the 180-GM-Part 409, its supplements and the National Planning Procedures Handbook. At a minimum, the conservation plan will address resource concerns within the client area of interest and objectives. The NRCS recognizes

JAA and the conservation planning process are a dependent, integral part of the conservation delivery in North Carolina. Both parties agree that no practices will be planned, designed or "checked out" based only on JAA parameters. The installation of the practices must be supported by a conservation plan signed by at a minimum a certified conservation planner.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice JAA which is based on acquired experience, knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice JAA will be determined and documented according to NRCS National Engineering Manual, Part 501, NRCS Ecological Sciences JAA (190-GM, Part 417) and in accordance with the NC NRCS policy and procedures regarding JAA as described in the NC JAA Handbook (180-GM Part 681). JAA for DSWC conservation practices will be supervised, determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for JAA for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will provide their own staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. There are certain authorities delegated to specific staff as follows:

Department Head

The parties jointly agree that Scott Thomas, district technician, Yancey Soil and Water Conservation District, will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of county employees will be done in accordance with applicable law and county personnel policies.
- d) The management of county employees is the responsibility of the Yancey Soil and Water Conservation District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory Soil Conservationist (SSC) is delegated the authority for:

- 1) Technical supervision
 - a. As a condition of assigning CPD or JAA for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The SSC is assigned the role of Technical Supervisor. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office.
 - 2) Delivery of employee technical training and development.
- e) The Department Head will make recommendations to the Yancey Soil and Water Conservation District Board of Supervisors regarding the following in accordance with county government policy:
- 1) Recruitment and hiring of district employees.
 - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.
 - 3) Leave coordination and approval.
 - 4) Certification of Time and Attendance Reports.
 - 5) Determination and approval of training requiring expenditure of district funds.
 - 6) For counties with technicians cost shared through the state's cost share programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets.
- 2) Tracking of expenditures for maintaining funding accountability.
- 3) Making recommendations regarding expenditure of funds and purchases.

TECHNICAL AND ADMINISTRATIVE CONTACTS

NRCS	Technical
Name:	Mark A. Ferguson
Title:	Assistant State Conservationist-Field Operations
Address:	589 Raccoon Rd., Suite 246, Waynesville, NC 28786
Phone No.	828-558-3240
Fax No.	844-325-6819
E-Mail:	mark.ferguson@nc.usda.gov

NRCS	Administrative
Name:	Jeremy Wood
Title:	Management Analyst
Address:	4407 Bland Rd., Suite 117, Raleigh, NC 27609
Phone No.	919-873-2193
Fax No.	844-325-6833
E-Mail:	jeremy.wood@nc.usda.gov

SWCD	Technical
Name:	Scott Thomas
Title:	District Technician / Department Hed
Address:	PO Box 1807, Burnsville, NC 28714
Phone No.	828-682-3410
Fax No.	N/A
E-Mail:	Scott.thomas@nc.nacdnet.net

SWCD	Technical
Name:	Click here to enter text.
Title:	Click here to enter text.
Address:	Click here to enter text.
Phone No.	Click here to enter text.
Fax No.	Click here to enter text.
E-Mail:	Click here to enter text.

SWCD	Administrative
Name:	Heather Dale
Title:	Finance Officer
Address:	PO Box 1807, Burnsville, NC 28714
Phone No.	828-682-3410
Fax No.	N/A
E-Mail:	jhodgson@ashcountygov.com

RECORDS

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure of information or loss of data. Personally identifiable and/or confidential information will only be used for authorized purposes.

FEE FOR SERVICES

From time to time, the Yancey Soil and Water Conservation District may:

- Sell material (i.e. native species plants, filter cloth, ground cover, tanks)
- Solicit sponsorship for special events, or community/educational workshops
- Perform general fundraising

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans With Disabilities Act of 1990, and in accordance with the regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

REVIEW/ MODIFICATION/TERMINATION

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF
AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE

NCDA&CS – DIVISION OF SOIL AND
WATER CONSERVATION

By: _____
State Conservationist


By: _____
Director

Date: _____

Date: _____

YANCEY SOIL AND WATER
CONSERVATION DISTRICT

YANCEY COUNTY

By: 
Chairperson

By: _____
County Manager

Date: 7-15-2020

Date: _____

Attachment A

The following is a detailed list of Resource Inventories, Programs, and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to the customers and clients. This list is subject to informal changes or updates.

RESOURCE INVENTORY & DATA SHARING

Natural Resource Inventory (FSA, NCACSP, 0.200)
 River Basin Study Reports
 Natural Heritage Inventory of Onslow County
 Yancey County GIS
 Yancey SWCD Long Range Plan
 Soil Survey of Yancey County
 County Inventory and Flood Insurance Rate
 Historical Aerial Photos

NC Agriculture Cost Share Program (NCACSP)
 Environmental Quality Incentives Program (EQIP)
 Forest Land Enhancement Program (FLEP)
 Wildlife Habitat Incentives Program (WHIP)
 NRCS Toolkit
 Maps (USGS Topographical, National Wetland Maps)
 Grassland Reserve Program (GRP)

PROGRAMS

Federally Initiated Programs

Conservation Technical Assistance (CTA)
 National Cooperative Soil Survey (NCSS)
 Small Watershed Program (PL-566)
 River basin Surveys & Investigations (RB-09)
 Resource Conservation & Development (RC&D)
 Emergency Watershed Program (EWP)
 Environmental Quality Incentives Program (EQIP)
 Agricultural Conservation Easement Program
 Conservation Stewardship Program (CSP)
 Agricultural Conservation Easement Program (ACEP)
 Other Farm Bill authorized conservation programs

Forest Land Enhancement Program (FLEP)
 Wetland Reserve Program (WRP)
 Wildlife Habitat Incentives Program (WHIP)
 Conservation Reserve Program (CRP/CREP)
 Emergency Conservation Program (ECP)
 NC Partners for Wildlife
 Farmland Protection
 319 Funds
 Grassland Reserve Program (GRP)

North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCACSP) - DSWC
 Erosion and Sedimentation Control – Urban Areas
 Site Plan Reviews – Non-Ag. Developments
 Confined Animal Permits – NCDENR
 Farmland Protection
 NC – Wetland Restoration Program (NC-WRP)
 NC Agriculture Water Resource Assistance Program (AgWRAP) – DSWC

Comm. Conservation Assistance Program (CCAP)
 Clean Water Management Trust Fund (CWMTF)
 Wildlife Biology Technical Assistance – NCWRC
 Wildlife Restoration Committee
 State non-discharge rules (0.100, 0.2H200 & 0.2T)
 Forest Development Plan – (FDP) – NCFS
 North Carolina Environmental Education Plan
 North Carolina Big Sweep

Locally Initiated Programs

Farmland Preservation
 Site Plan Reviews – Non-Ag. Developments
 Awards and Recognition Program

Open Spaces Institute Advisory Board
 Erosion & Sedimentation Control – Urban Areas
 Environmental Education

MARKETING MEDIA

- | | |
|--|--|
| <ul style="list-style-type: none"> - Newsletters (SWCD, FSA, CES, County Web.) - Private & Public Schools - Church Newsletters - Local Broadcasting (TV, Radio, Cable) | <ul style="list-style-type: none"> - Regional Chamber of Commerce - Community College - 4-H Groups - Social Media (Facebook) |
|--|--|

Interlocal Agreement Between the County of Yancey And the Municipality *Town* of Burnsville
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this _____ day of August 2020, by and between the County of Yancey a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as “County”) and Town of Burnsville, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as “Municipality”);

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately \$4.067 billion in CRF funds, including approximately \$481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates \$300 million of the State of North Carolina’s CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is \$ 894,671.00; and

WHEREAS, the Municipality's CRF allocation is \$ 223,668.00.

NOW, THEREFORE, it is agreed as follows:

1. Yancey County shall allocate to the Municipality \$ 223,668.00 for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.
2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.
3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget

(OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by August 14, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.
5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 5th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
6. A Final Report (Attachment F) will be required when the Municipality's allocation is fully spent or by January 20th, whichever is earlier. It is the County's intent to reallocate any unspent funds by February 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to: Town of Burnsville
2 Town Square
Burnsville, NC 28714

If to the County, to: Yancey County
110 Town Square Room #11
Burnsville, NC 28714

The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Town of Burnsville

County of Yancey

By _____
Mayor

By _____
Chair, Board of Commissioners

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

Brandi Burleson,
Yancey County Finance Officer



W.A.M.Y Community Action, Inc.

225 Birch Street, Suite 2

Boone, NC 28607-2688

Telephone: 828.264.2421 Fax: 828.264.0952

Email: info@wamymcommunityaction.org

Clayton Harpold, Chairperson

Melissa Soto, Executive Director

Avery, Mitchell and Yancey Counties: Community Housing Coalition Letter of Agreement

The Community Housing Coalitions' objective is to improve the quality of life for low-income families by addressing home repair needs that negatively impact the physical and mental well-being of residents. Home rehabilitation will reduce the instance of acute physical injury caused by unsafe living conditions, enable senior residents to remain in their homes as they age, and decrease exposure to environmental toxins, which exacerbate chronic health conditions. While addressing home repair needs, the Community Housing Coalition will also work to implement its Comprehensive Strategic Plan on long-term housing solutions such as availability and affordability. The Community Housing Coalition will address low-income housing needs through partner collaboration, fund-raising and grant applications. Future program guidelines will be informed via needs evaluation, research and data collection.

Purpose: The purpose of this LOA is to establish an accord between the Community Housing Coalition and community partners. For the purposes of providing home repair services to low-income families, Coalition partners will collaborate to streamline and coordinate delivery of services. This will be achieved through sharing insight, experience, recommendations and resources, as able, to achieve the common goal.

Roles and Process: WAMY Community Action, Inc. is the grantee and fiscal agent of the Community Housing Coalition. The Community Housing Coordinator is a paid employee of WAMY Community Action, who guides the operation of the Community Housing Coalition and provides case management services to clients. The Housing Coordinator receives referrals and applications for the Housing Coalition and then conducts a home visit with a Housing Technician to evaluate home repair needs. If there is a human service need, the Housing Coordinator will also organize to fill service gaps. The Housing Technician completes a detailed home audit, which applies an urgency grade to indicate which components to a home repair project are most critical based on threat to health and safety. This information is presented to the Coalition for review at monthly Community Housing Coalition meetings. Community partners who have self-identified as Group A are encouraged to attend monthly meetings. Community Partners who have self-identified as Group(s) B and C are encouraged to attend as frequently as they would like, but attend a minimum of one Coalition meeting per quarter.

At Coalition meetings, community partners will discuss project details and assist one another in choosing projects based on priority and other criteria determined by the consortium. Faith organizations are encouraged to discuss Coalition projects within their fellowship to determine if volunteer or discounted services are obtainable from congregation members, such as plumbing, electrical, roofing, ramp building, contractor work, etc. Coalition members may also create service projects to organize and apply volunteer services to Coalition projects. If there are no available programs to match the request, Coalition members will work together to find suitable volunteers, mission groups, etc. to attempt to meet the need. Coalition partners will assist with outreach in the community on behalf of the Coalition, working to create an extended network of affiliates. Any grant funds that may be available will be used as a leveraging tool, after all community resources have been exhausted.

Once the work is assigned, each individual group or agency is responsible for getting their own paperwork, eligibility documentation, etc. The Coalition will follow-up on work progress at each meeting. Once a project is complete, the Community Housing Coordinator and Housing Technician will return to the clients' home to follow-up.

Social Service Agencies: To meet the holistic needs of families served by the Coalition, the Community Housing Coordinator/Case Manager assesses the social and healthcare needs of a family to identify and bridge gaps. The Case Manager will help the family to obtain additional services needed through a referral network. The Case Manager will follow-up when a referral is made to an outside agency to ensure service delivery.

The Community Housing Coordinator will also accept housing referrals from social service agencies. Upon referral receipt, the Housing Coordinator will initiate the procedure described in the above section "Rolls and Process."

Reporting: The Community Housing Coordinator will provide all updates to the Coalition at meetings; likewise, community partners will provide updates to the Coalition regarding policy changes, programs, services, and eligibility. The Housing Coordinator will also be responsible for collecting data related to referrals, demographics, identified gaps in housing and social service needs, etc. This data may be used for fund-raising or to inform future program development. WAMY Community Action and the Community Housing Coordinator will be responsible for all reporting related to grant agreements and compliance.

Insurance: WAMY Community Action, Inc. will provide liability insurance for volunteers, covering up to ten volunteers per month, at a maximum of \$1,000,000.

Confidentiality: In order to uphold the dignity and safety of clients, all parties to this LOA agree to uphold the confidentiality of all persons served. Clients' identifying information is only to be shared on a need-to-know basis and will remain in confidence between the Community Housing Coalition and community partners, unless otherwise authorized by the client. The Community Housing Coordinator must obtain consent from clients to take before and after photos of the home or to take photos of the client or their family members. If a community partner wishes to take photos of a clients' home, the client, or the clients' family, the community partner must obtain express written consent from the client directly.

Thank you for your agreement to participate in this Coalition. We are very excited to partner with you in this important and meaningful work!

This Letter of Agreement was entered into by the parties indicated below:

Melissa Soto, Executive Directorf

Printed Name/Title



Signature

WAMY Community Action, Inc.

Agency/Organization

7/14/2020

Date

Printed Name/Title

Agency/Organization

Signature

Date

AVERY COUNTY

723 Cranberry Street
Newland, NC 28657
828.733.0156

MITCHELL/YANCEY COUNTY

496 Balsam Avenue, Suite A
Spruce Pine, NC 28777
828.766.9150

"W.A.M.Y. Community Action, Inc. is an equal opportunity employer, program, and lender. Auxiliary aids and services are available upon request to individuals with disabilities."



YANCEY COUNTY TAX OFFICE

110 Town Square, Room 2 * Burnsville, North Carolina 28714

Phone: (828) 682-2198 * Fax (828) 682-4817

Email: lindsay.smith@yanceycountync.gov

August 4, 2020

Request to approve late Application for Property Tax Relief:

Property Owner: Judith Lane

PIN: 074700820347000

Address: 940 White Oak Creek Rd.

The Tax Administrator has reviewed the application and the applicant meets all qualifications for tax relief. Application deadline was June 1, 2020 and the application was submitted June 22, 2020. After the deadline, the Board of County Commissioners has the ability to either approve or deny the application.

My recommendation is to approve the late Application for Property Tax Relief giving consideration to the difficulties that the coronavirus pandemic has caused.

The decision is at the pleasure of the Board

Thank you,

Lindsay Smith

Yancey County Tax Administrator

AV-9
Web
7-19

Application for Property Tax Relief

Elderly or Disabled Exclusion (G.S. 105-277.1),
Disabled Veteran Exclusion (G.S. 105-277.1C), or
Circuit Breaker Tax Deferment Program (G.S. 105-277.1B)

RECEIVED
11/22/2020

County of Yancey, NC

Year 2020

Instructions

Application Deadline: This application must be filed by June 1st to be timely filed. You may submit additional information separately if needed.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>. **DO NOT** submit this application to the North Carolina Department of Revenue.

- Office Use Only:

Property ID Number

07470082034000

Last Name of Applicant

LAKE

First Name

JORDAN

Middle Name

A.

Date of Birth (MM-DD-YY)

05/04/96

Last Name of Spouse

First Name

Middle Name

Date of Birth (MM-DD-YY)

Residence Address

940 WHITE OAK CR. RD.

City

BURNSVILLE

State

NC

Zip Code

28714

Mailing Address (if different from residence address)

City

State

Zip Code

E-mail Address

Home Telephone Number

8286750983

Work Telephone Number

Ext.

Cell Phone Number

Fill in applicable boxes:

☒ Yes ☐ No ➔ Is this property your permanent legal residence?

Addresses of secondary residences (if any):

☐ Yes ☐ No ➔ If married, does your spouse live with you in the residence? If you answer **No**, provide your spouse's address.

Addresses of spouse:

N/A

☒ Yes ☐ No ➔ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer **Yes**, fill in applicable circle
○ Applicant ○ Spouse and indicate current length of stay:

☒ Yes ☐ No ➔ Do you and your spouse (if applicable) own 100% interest in the property? If you answer **No**, list all owners and their ownership percentage (round to the nearest 0.1%):

Owner		%	Owner		%
Owner		%	Owner		%
Owner		%	Owner		%

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own the property, only one application is required.

Contract # 2105 Fiscal Year Begins 7/1/2020 Ends 6/30/2021

This contract is hereby entered into by and between the Yancey County Department of Social Services (the "County") and Law Offices of Jamie A. Stokes, PLLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 82-0605350.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certifications (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) HIPAA Business Associate Addendum (checklist and forms)
- (8) Certification of Transportation (Attachment J)
- (9) State Certification (Attachment M)
- (10) Certification Regarding Nondiscrimination, Clean Air Act, Clean Air Act, Clean Water Act (Attachment N)
- (11) Contract Addendum for Contracts with any Department of Yancey County Government (Attachment O)
- (12) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2021.
This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 5,000 per year.

X a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$ _____, which shall consist of:
☐ In-kind ☐ Cash
☐ Cash and In-kind ☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$ _____.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Rick Tipton, Director County Yancey County Mailing Address PO Box 67 City, State, Zip Burnsville, NC 28714 Telephone (828) 682-6148 Fax (828) 682-6712 Email rick.tipton@yanceycountync.gov	Name & Title Rick Tipton, Director County Yancey County Street Address 320 Pensacola Road City, State, Zip Burnsville, NC 28714

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Jamie A. Stokes, Attorney Company Name Law Offices of Jamie A. Stokes, PLLC Mailing Address One Oak Plaza, Suite 207 City State Zip Asheville, NC 28801 Telephone (828) 253-3661 Fax (828) 258-8754 Email stokeslawoffice@bellsouth.net	Name & Title Jamie A. Stokes, Attorney Company Name Law Offices of Jamie A. Stokes, PLLC Mailing Address One Oak Plaza, Suite 207 City State Zip Asheville, NC 28801

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements: As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Jamie A. Stokes 6/30/20
Signature Date
Jamie A. Stokes Owner / Attorney
Printed Name Title

COUNTY
Lynn Austin 6/12/2020
Signature (must be legally authorized to sign contracts for County DSS) Date
Lynn Austin County Manager
Printed Name Title

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

Brandi Burleson 6/19/2020
Signature of County Finance Officer Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in

connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work

Federal Tax Id. 82-0605350
Contract # 2105

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Law Offices of Jamie A. Stokes, PLLC
2. *If different* from Contract Administrator Information in General Contract:

Law Offices of Jamie A. Stokes, PLLC
One Oak Plaza, Suite 207
Asheville, NC 28801

Telephone Number: (828) 253-3661 Fax Number: (828) 258-8754

Email: stokeslawoffice@bellsouth.net

3. Name of Program (s): Agency Attorney in Conflict Cases
4. Status: Public ☐ Private, Not for Profit ☒ Private, For Profit
5. Contractor's Financial Reporting Year 7/1/2020 through 6/30/2021

B. Explanation of Services to be provided and to whom:

Jamie A. Stokes will handle legal services when there is a conflict of interest with cases involving agency attorney Danny Hockaday as a part of the following:

- 1) Adoption Services
- 2) Foster Care Services for Children
- 3) Protective Services for Adults
- 4) Legal Services for Clients
- 5) Legal representation for Agency
- 6) Protective Services for Children; Legal representation for Agency
- 7) Appeals

Yancey County Department of Social Services (YCDSS) will reimburse for amounts charged for subpoenaed clients. This in no way constitutes a contract between YCDSS and aforementioned. Payment for cases that return to court for Guardianship will only be reimbursed if YCDSS is legally required to be involved.

SIS Service Code 349

C. Rate per unit of Service (define the unit):

1. Standard Fixed Rate Maximum Allowable of \$125.00 per hour.

D. Number of units to be provided: Varies

E. Details of Billing process and Time Frames:

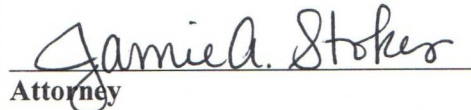
Billing will be submitted by the end of each month. All bills under this contract will be submitted by the end of the fiscal year. Court orders will be completed within 60 days of court hearings.

F. Area to be served/Delivery site(s): Adoption Services, Foster Care Services and Protective Services for Children and Adults.



County Manager
Yancey County

6/12/2020
Date



Attorney

6/30/20
Date

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
OR
☒ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

<u>Jamie A. Stokes</u> Signature	<u>owner / Attorney</u> Title
<u>Jamie A. Stokes</u> Contractor Name	<u>6/30/12</u> Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

1. Law Offices of Jamie A. Stokes, PLLC
 2. Yancey County Courthouse
 3. Yancey County Department of Social Services
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number (if applicable) _____		
8. Federal Action Number (if known)			9. Award Amount (if known) \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL		

ATTACHMENT D
Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Law Offices of Jamie A. Stokes, PLLC
Name of Organization

Jamie A. Stokes
Signature of Organization Official

6/30/20
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Buncombe

I, Janet S. Guthrie, Notary Public for said County and State, certify
that

Jamie A. Stokes personally appeared before me this day and
acknowledged

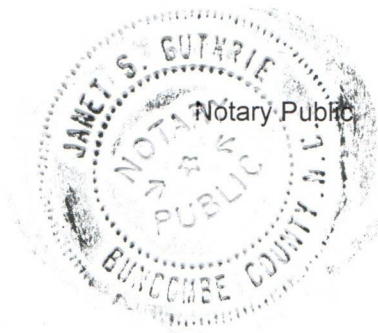
that he/she is Attorney/Owner of
The Law Offices of Jamie A. Stokes, PLLC [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 30 day of June, 2020.

Sworn to and subscribed before me this 30 day of June, 2020

Janet S. Guthrie
(Official Seal)

My Commission expires 2/15/2024, 20__



Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Law Offices of Jamie A. Stokes, PLLC
One Oak Plaza, Suite 207
Asheville, NC 28801

July 1, 2020

To: Yancey County Department of Social Services

Certification:

I certify that the Law Offices of Jamie A. Stokes, PLLC do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Jamie A. Stokes, being duly sworn, say that I am the Attorney of the practice of Law Offices of Jamie A. Stokes, PLLC of Asheville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Jamie A. Stokes
Attorney

Sworn to and subscribed before me on the day of the date of said certification.

James S. Guthrie
(Notary Signature and Seal)

My Commission Expires: 2/15/2024

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Yancey County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the **1st** day of **July, 2020**, by and between **Yancey County Department of Social Services** ("Covered Entity") and **Law Offices of Jamie A. Stokes, PLLC** ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **Attorney for Agency** (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Yancey County** as the **Yancey County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the **Yancey County Department of Social Services**, in a time and manner designated by the Secretary, for purposes of the **Yancey County Department of Social Services** determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

<u>Jamie A. Stokes</u>	<u>6/30/20</u>
Signature	Date
<u>Jamie A. Stokes</u>	<u>Owner/Attorney</u>
Printed Name	Title

COUNTY	<u>Lynn Austin</u>	<u>6/12/2020</u>
	Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	Date
	<u>Lynn Austin</u>	<u>County Manager</u>
	Printed Name	Title

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Law Offices of Jamie A. Stokes, PLLC Contract Number: 2105 Date: 7/1/2020 to 6/30/2021

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be Yes rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to Yes be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input checked="" type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<div> <input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance </div> <div> <input type="checkbox"/> Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing </div>	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized.</p> <p>NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Yancey County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Yancey County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following:
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

Jamie A. Stokes
Signature

Attorney / owner
Title

Law Offices of Jamie A. Stokes,
Agency/Organization PLLC

6/30/20
Date

(Certification signature should be same as Contract signature.)

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: LAW OFFICES OF JAMIE A. STOKES, PLLC

Contractor's
Authorized Agent: Signature Jamie A. Stokes Date 6/30/20

Printed Name Jamie A. Stokes Title Owner / Attorney

Witness: Signature Janet S. Guthrie Date _____

Printed Name JANET S. GUTHRIE Title Office Mgr.

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Yancey County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Jamie A. Stokes
Signature

owner/attorney
Title

Law offices of Jamie A. Stokes, PLLC
Agency/Organization

6/30/20
Date

(Certification signature should be same as Contract signature.)

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
YANCEY COUNTY GOVERNMENT**

CONTRACTOR: Law Offices of Jamie A. Stokes, PLLC
COUNTY DEPARTMENT: DSS
SUBJECT OF CONTRACT: Legal Services
DATE/TERM OF CONTRACT: 7/1/2020 - 6/30/2021

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Yancey County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Yancey County's obligation under this contract, then this contract shall automatically expire without penalty to Yancey County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Yancey County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Yancey County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Yancey County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Yancey County upon written notice to Contractor of such limitation or change in Yancey County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Yancey County.

No pledge of taxing authority. No deficiency judgment may be rendered against Yancey County or any agency of Yancey County in any action for breach of a contractual obligation under this contract. The taxing power of the Yancey County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Yancey County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Yancey County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Yancey County and third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements. The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: Jamie A. Stokes

Title: owner/attorney

For YANCEY COUNTY Lynne Austin

Title: County Manager

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Brandi Bourleson
Yancey County Finance Officer

CONTRACT PROVIDER NAME: _____ Law Offices of Jamie A. Stokes, PLLC

CONTRACT NUMBER: _____ 2105

CONTRACT PERIOD: _____ 7/1/2020 to 6/30/2021

PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

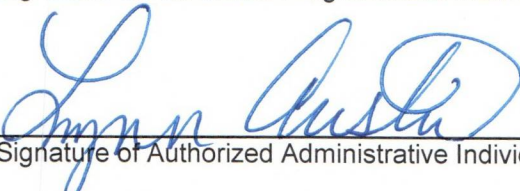
☒ PURCHASE SERVICE



Signature of Authorized Programmatic Individual

6/11/2020

DATE



Signature of Authorized Administrative Individual

6/12/2020

DATE



July 7, 2020

Yancey County
Attn: Lynn Austin
110 Town Square
Burnsville, NC 28714

Dear Lynn Austin,

It is my pleasure to inform you that the Dogwood Health Trust ("**Grantor**" or "**we**") has approved a grant (the "**Grant**") to *Yancey County* ("**Grantee**" or "**you**") for the amount and work described more specifically in the Project section below (the "**Purpose**"). Grantee shall use the Grant consistent with the purposes of Grantor's tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee ("**Agreement**"). Grantor and Grantee are each a "party" and collectively, the "parties." The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

You will be required to submit report(s) to the Grantor on the use and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below for additional information on the reporting requirement.

PROJECT

Pursuant to this Agreement, Grantor will provide funding support for the Grantee towards the *Yancey County Census 2020 Participation* (the "**Project**").

Grantor will grant funds to Grantee based on the following. These amounts are intended to provide compensation for the effort spent in enrolling participants.

\$1,000 for every percentage point increase from 46.9% (*percent participation as of June 26, 2020*) in respondents reported by Grantee, to be paid monthly. Percentage increases will be determined by Self-Response Rate from the 2020census.gov website or the Vacancy Adjusted Results, whichever is higher.

BUDGET

\$1,000 per percentage point increase as detailed above

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described herein and in a manner

consistent with the terms of this Agreement. Grantee must use the Grant to support the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes in the purposes for which the Grant is spent without the Grantor's prior written approval.

2. **Reporting.** The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date.

Narrative Final Report

Due Date: November 30, 2020

Financial Final Report

Due Date: November 30, 2020

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either books to show the Grant separately or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make these books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or
 - b. Carrying on propaganda, or otherwise attempting to, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
5. **Lobbying and Certain Voter Registration Drives Prohibited.** No part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). No part of this grant may be spent to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2).
6. **Regrants.** Grantee may regrant a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor.

7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.
8. **Representation and Warranty Regarding Tax Status.**
 - a. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC 501(c)(3) and is a public charity described in IRC Sections 509(a)(1) or 509(a)(2) or is described in IRC Sections 170(c)(1) or 511(a)(2)(B).
 - b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
 - c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
 - d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
9. **Notice.** Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.
10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
11. **Grant Announcements.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.

12. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.
14. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding

shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. Please send it to Leah Marcus, L.marcus@dht.org, or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to call Dogwood Health Trust, at Betsey Russell, (828) 505-2476.

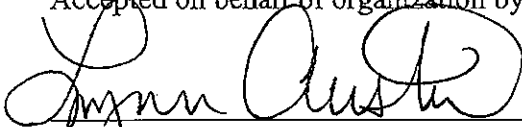
On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Brian Myers

Brian Myers
Chief Strategy Officer
Dogwood Health Trust

Accepted on behalf of organization by:



Authorized Signature
Lynn Austin

Name
County Manager

Title

Date: 7-22-20

JULY 2020 END OF MONTH REPORTS

Lindsay Smith <Lindsay.Smith@yanceycountync.gov>

Mon 8/3/2020 4:39 PM

To: Sonya Morgan <Sonya.Morgan@yanceycountync.gov>

Cc: Lynn Austin <Lynn.Austin@yanceycountync.gov>; Brandi Burleson <Brandi.Burleson@yanceycountync.gov>; Fonda Thomas <Fonda.Thomas@yanceycountync.gov>

📎 3 attachments (26 KB)

ALPHA JULY 2020 END OF MONTH BREAKOUT OUTSTANDING BALANCES.pdf; CDCPercentageReport BIS COLLECTION RATE AS OF 07 31 2020.pdf; JULY 2020 BIS FINANCE REPORT.pdf;

Attached are the Alpha/Vehicles and BIS/Property July 2020 Monthly Reports.

There is only one Alpha/Vehicles Report(ALPHA JULY 2020 END OF MONTH BREAKOUT OUTSTANDING BALANCES REPORT) due to the fact that there were no vehicle payments taken in the month of July 2020; so there wasn't any End of Month Breakout Report to attach.

Thanks!

Lindsay Smith
Tax Administrator
110 Town Square, Room 2
Burnsville, NC 28714
828-682-2198



YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 07/31/2020

Description	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	Total 2010
Balances											
Balances											
County Vehicle Tax											
	\$5,587.66	\$14,218.15	\$15,256.87		\$4,924.54						\$39,987.22
TOWN OF BURNSVILLE Vehicle Tax											
		\$499.48	\$502.73		\$36.00						\$1,038.21
BURNSVILLE FIRE DISTRICT Vehicle Tax											
	\$281.59	\$245.85	\$523.35		\$55.92						\$1,106.71
CANE RIVER FIRE DISTRICT Vehicle Tax											
		\$137.60	\$166.03		\$8.37						\$312.00
EGYPT FIRE DISTRICT Vehicle Tax											
		\$68.96	\$47.14		\$0.40						\$116.50
RAMSEYTOWN FIRE DISTRICT Vehicle Tax											
		\$6.41	\$0.82		\$3.94						\$11.17
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax											
		\$151.60	\$109.07		\$1.18						\$261.85
JACKS CREEK FIRE DISTRICT Vehicle Tax											
	\$205.81	\$24.84	\$40.51		\$31.95						\$303.11
BRUSH CREEK FIRE DISTRICT Vehicle Tax											
		\$41.24	\$57.91								\$99.15
CRABTREE FIRE DISTRICT Vehicle Tax											
	\$72.92	\$307.68	\$193.67		\$35.82						\$610.09
SOUTH TOE FIRE DISTRICT Vehicle Tax											
	\$18.14	\$221.98	\$115.29		\$15.00						\$370.41

PENSACOLA FIRE DISTRICT Vehicle Tax	\$136.96	\$141.90	\$77.70	\$356.56
PRICES CREEK FIRE DISTRICT Vehicle Tax	\$4.86	\$28.70	\$65.53	\$273.26
County Vehicle Interest	\$363.38	\$1,182.66	\$2,634.77	\$5,817.38
TOWN OF BURNSVILLE Vehicle Interest	\$34.31	\$74.52	\$12.33	\$121.16
BURNSVILLE FIRE DISTRICT Vehicle Interes	\$18.35	\$21.96	\$98.67	\$156.20
CANE RIVER FIRE DISTRICT Vehicle Interes	\$10.92	\$23.95	\$1.76	\$36.63
EGYPT FIRE DISTIRCT Vehicle Interest	\$4.98	\$7.24	\$0.01	\$12.23
RAMSEYTOWN FIRE DISTRICT Vehicle Interes	\$0.32	\$0.02	\$0.88	\$1.22
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int	\$10.98	\$16.22	\$0.40	\$27.60
JACKS CREEK FIRE DISTRICT Vehicle Intere	\$13.31	\$3.00	\$9.56	\$36.76
BRUSH CREEK FIRE DISTRICT Vehicle Intere	\$3.26	\$8.63		\$11.89
CRABTREE FIRE DISTRICT Vehicle Interest	\$4.76	\$24.08	\$32.21	\$72.64
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$1.21	\$18.86	\$17.87	\$42.16
PENSACOLA FIRE DISTRICT Vehicle Interest	\$10.99	\$26.28	\$24.93	\$62.20
PRICES CREEK FIRE DISTRICT Vehicle Inter	\$0.34	\$4.61	\$14.51	\$78.28
DMV Vehicle Interest	\$185.10	\$60.73	\$190.65	\$597.51

Totals	\$6,757.43	\$17,481.11	\$20,375.92	\$7,305.64	\$51,920.10
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08/03/2020

Yancey County Tax Office

County/District Collection Percentage Report

As of: 07-31-2020

Run Date: 08-03-2020

2020
County

Net Levy \$
12,613,323.35

Collections \$
113,477.82

Collections %
0.90

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	214,947.41	1,292.13	0.61
002 - CANE RIVER FIRE DISTRICT	71,111.95	797.50	1.13
003 - EGYPT FIRE DISTRICT	73,795.50	1,378.42	1.87
004 - RAMSEYTOWN FIRE DISTRICT	24,584.90	351.27	1.43
005 - GREEN MOUNTAIN FIRE DISTRICT	27,272.85	469.36	1.73
006 - JACKS CREEK FIRE DISTRICT	65,744.92	414.06	0.63
007 - BRUSH CREEK FIRE DISTRICT	39,793.15	497.38	1.25
008 - CRABTREE FIRE DISTRICT	173,793.04	2,024.41	1.17
009 - SOUTH TOE FIRE DISTRICT	193,602.65	2,747.74	1.42
010 - PENSACOLA FIRE DISTRICT	94,060.56	748.50	0.80
011 - PRICES CREEK FIRE DISTRICT	156,304.16	1,766.69	1.14

District Totals

Net Levy \$
1,135,011.09

Collections \$
12,487.46

Collections %
1.10

Personal Property:

Billed	UnCollected	Collected	Percent Collected	Percent Not Collected
638,782.37	634,598.65	4,183.72	0.655	99.345

Posting Report

07-01-2020 to 07-31-2020

08-03-2020

3:01 PM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2014	\$298.00	\$35.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$333.76
2016	\$144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.40	\$0.00	\$0.00	\$158.40
2017	\$403.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$403.07
2018	\$829.72	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$0.00	\$0.00	\$868.72
2019	\$22,280.41	\$360.92	\$274.75	\$29.88	\$236.41	\$349.04	\$413.95	\$201.21	\$14.56	\$24,161.13
2020	\$117,635.36	\$1,335.29	\$2,652.55	\$1,770.81	\$906.71	\$507.80	\$2,069.57	\$2,812.20	\$766.38	\$130,456.67
TOTAL	\$141,590.56	\$1,731.97	\$2,927.30	\$1,800.69	\$1,143.12	\$895.84	\$2,497.92	\$3,013.41	\$780.94	\$156,381.75

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$4,157.54	\$0.00	\$4,157.54
Burnsville	\$43.16	\$0.00	\$43.16
West Yancey	\$88.36	\$0.00	\$88.36
Egypt/Ramseytown	\$41.12	\$0.00	\$41.12
Clearmont	\$23.29	\$0.00	\$23.29
Double Island	\$10.42	\$0.00	\$10.42
Newdale	\$45.16	\$0.00	\$45.16
South Toe	\$64.46	\$0.00	\$64.46
Pensacola	\$17.88	\$0.00	\$17.88
TOTAL	\$4,491.39	\$0.00	\$4,491.39

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$137,433.02	\$1,688.81	\$2,838.94	\$1,759.57	\$1,119.83	\$885.42	\$2,452.76	\$2,948.95	\$763.06	\$151,890.36

Transaction Type Report

07-01-2020 to 07-31-2020

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2014	\$298.00	\$35.76	\$0.00	\$0.00	\$0.00	\$333.76	\$19.97	\$0.00	\$0.00	\$353.73
2016	\$144.00	\$14.40	\$0.00	\$0.00	\$0.00	\$158.40	\$34.44	\$0.00	\$0.00	\$192.84
2017	\$403.07	\$0.00	\$0.00	\$0.00	\$0.00	\$403.07	\$36.24	\$0.00	\$0.00	\$439.31
2018	\$829.72	\$39.00	\$0.00	\$0.00	\$0.00	\$868.72	\$117.72	\$8.00	\$0.00	\$994.44
2019	\$22,280.41	\$1,880.72	\$20.68	\$0.00	\$0.00	\$24,181.81	\$1,915.48	\$144.00	\$0.00	\$26,241.29
2020	\$113,477.82	\$12,487.46	\$77.49	\$0.00	\$0.00	\$126,042.77	\$0.00	\$0.00	\$0.00	\$126,042.77
TOTAL	\$137,433.02	\$14,457.34	\$98.17	\$0.00	\$0.00	\$151,988.53	\$2,123.85	\$152.00	\$0.00	\$154,264.38

Adjustment / Release Report

07-01-2020 to 07-31-2020

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2020	\$4,157.54	\$15.55	\$0.00	\$0.00	\$4,173.09	\$0.00	\$0.00	\$0.00	\$333.85	\$4,506.94	\$4,173.09
TOTAL	\$4,157.54	\$15.55	\$0.00	\$0.00	\$4,173.09	\$0.00	\$0.00	\$0.00	\$333.85	\$4,506.94	\$4,173.09

Collections Receipts Report

07-01-2020 to 07-31-2020

Total general tax	\$137,433.02
Total fire tax	\$14,457.34
Total penalty	\$98.17
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
Total principal	\$151,988.53
Total interest	\$2,123.85
Total cost of advertising	\$152.00
Total legal	\$0.00
Total check overpayments	\$178.27
Total Prepaid Payments	\$827.11
Total Prepaid Applied	\$-45,221.02
Total misc	\$-41,939.79
Grand total receipts	\$110,048.74

District Payment Report

07-01-2020 to 07-31-2020

Year	District Code	District Name	Amount
2014	001	BURNSVILLE FIRE DISTRICT	\$35.76
2016	008	CRABTREE FIRE DISTRICT	\$14.40
2018	007	BRUSH CREEK FIRE DISTRICT	\$39.00
2019	001	BURNSVILLE FIRE DISTRICT	\$360.92
2019	002	CANE RIVER FIRE DISTRICT	\$187.47
2019	003	EGYPT FIRE DISTRICT	\$29.88
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$166.41
2019	006	JACKS CREEK FIRE DISTRICT	\$70.00
2019	007	BRUSH CREEK FIRE DISTRICT	\$349.04
2019	008	CRABTREE FIRE DISTRICT	\$413.95
2019	009	SOUTH TOE FIRE DISTRICT	\$201.21
2019	010	PENSACOLA FIRE DISTRICT	\$14.56
2019	011	PRICES CREEK FIRE DISTRICT	\$87.28
2020	001	BURNSVILLE FIRE DISTRICT	\$1,292.13
2020	002	CANE RIVER FIRE DISTRICT	\$797.50
2020	003	EGYPT FIRE DISTRICT	\$1,378.42
2020	004	RAMSEYTOWN FIRE DISTRICT	\$351.27
2020	005	GREEN MOUNTAIN FIRE DISTRICT	\$469.36
2020	006	JACKS CREEK FIRE DISTRICT	\$414.06
2020	007	BRUSH CREEK FIRE DISTRICT	\$497.38
2020	008	CRABTREE FIRE DISTRICT	\$2,024.41
2020	009	SOUTH TOE FIRE DISTRICT	\$2,747.74
2020	010	PENSACOLA FIRE DISTRICT	\$748.50
2020	011	PRICES CREEK FIRE DISTRICT	\$1,766.69
TOTAL			\$14,457.34

Detailed District Payment Report

07-01-2020 to 07-31-2020

Year	District Code	District Name	Taxpayer Name	Address	Amount
TOTAL					\$0.00

Outstanding Balances Report

As of 07-31-2020

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2009	\$13,590.39	\$6,564.37	\$499.26	\$6,466.76	\$60.00	\$0.00	\$0.00	\$0.00
2010	\$14,256.30	\$6,875.23	\$664.44	\$6,636.63	\$80.00	\$0.00	\$0.00	\$0.00
2011	\$22,344.89	\$11,341.18	\$1,145.09	\$9,748.77	\$92.00	\$17.85	\$0.00	\$0.00
2012	\$25,626.97	\$13,113.81	\$1,491.32	\$10,630.59	\$112.00	\$279.25	\$0.00	\$0.00
2013	\$21,593.91	\$12,194.57	\$1,136.83	\$8,064.51	\$198.00	\$0.00	\$0.00	\$0.00
2014	\$25,082.10	\$15,054.67	\$1,369.94	\$8,107.53	\$148.00	\$401.96	\$0.00	\$0.00
2015	\$28,559.55	\$17,786.56	\$1,729.34	\$8,221.73	\$200.00	\$236.88	\$0.00	\$0.00
2016	\$52,140.65	\$36,430.21	\$2,713.07	\$12,386.52	\$260.00	\$346.85	\$4.00	\$0.00
2017	\$73,331.02	\$53,851.81	\$4,582.33	\$13,783.64	\$456.00	\$657.24	\$0.00	\$0.00
2018	\$116,295.30	\$92,327.46	\$7,691.30	\$14,470.22	\$847.97	\$958.35	\$0.00	\$0.00
2019	\$318,921.92	\$272,971.77	\$23,369.57	\$19,062.23	\$2,268.00	\$1,250.35	\$0.00	\$0.00
2020	\$13,624,602.23	\$12,499,872.61	\$1,122,525.44	\$0.00	\$0.00	\$2,204.18	\$0.00	\$0.00
Total	\$14,336,345.23	\$13,038,384.25	\$1,168,917.93	\$117,579.13	\$4,721.97	\$6,352.91	\$4.00	\$0.00



Appointment

Description

Following is a request for the Board to appoint Jim McQueen to the Yancey County Economic Development Commission Board for a three-year term commencing in FY21.

Item Presenter

Jamie McMahan, Planning & Economic Development Director

Board Action Requested

Pleasure of the Board



Jamie L. McMahan
Planning & Economic Development Director
NCEDA, AICP, NREDA, SEDC

9 July 2020

Mrs. Lynn Austin
Yancey County Manager

RE: Yancey County Board of Commissioners Appointment to Yancey EDC Board

Dear Lynn

Regarding the matter referenced above I am writing to you to tender the Yancey EDC Board's nomination for a candidate to fill the seat to be appointed by the Yancey County Board of Commissioners for a three-year term commencing in FY21. According to the bylaws of the Yancey EDC and the rotation of appointments between the county and town, this year the seat which is to be appointed by the Board of Commissioners is the seat allotted to large business and industry (that being defined as businesses with more than fifty employees according to our bylaws). This seat was previously held by Kevin McGraw of Hickory Springs Manufacturing. Given that Hickory Springs has closed its facility here and the fact that Kevin has since retired as well, our board has chosen to recommend a new candidate for the vacancy.

At our previous EDC board meetings I tendered a list of the qualifying businesses and industries in Yancey County which qualified to provide a candidate for the seat and board members and I reached out to various individuals associated with those businesses to gauge their interest. At the end of that process at our board meeting this month the Yancey EDC Board of Directors voted unanimously to recommend Jim McQueen to the Yancey County Board of Commissioners and respectfully request consideration of his appointment to the EDC Board.

Mr. McQueen is a partner in Young & McQueen Grading Company, Inc., which is an industry employing more than fifty full-time employees in Yancey County and in accordance with our bylaws is qualified to fill the seat. In addition to his involvement with Young & McQueen, Jim is also affiliated with Country Cablevision, Inc. and with Mountain Air Country Club, Inc., two other business which are also on the qualifying list of industries. Not only has Jim been actively involved in the business community here in Yancey County, he has a long-standing reputation for involvement in civic and charitable works in the community as well. I personally have served with Jim on several non-profit boards and with several community development projects and cannot recommend him highly enough as a well-qualified and enthusiastic board member. That sentiment is also held by all the current members of the Yancey EDC Board who unanimously voted to recommend his appointment.

113 Green Mountain Drive, P.O. Box 246, Burnsville, NC 28714
(828) 682-7722

Jamie.McMahan@yanceycountync.gov

As such, by this letter we would respectfully request the consideration of the appointment of Jim McQueen by the Yancey County Board of County Commissioners to a three-year term on the Yancey EDC Board of Directors to commence in FY21. Should there be any further questions in this regard please let me know and we will be happy to answer them. We defer to you in your judgment as to the appropriate meeting of the Board of Commissioners to schedule this item for consideration and will be happy to attend accordingly to discuss this matter with the Commissioners should they desire.

As always, many thanks for your time and kind attention.

Sincerely,



Jamie L. McMahan, Director



French Broad Electric Glycophosate Spraying Issues

Description

Following is the presentation to the Board provided by the presenter.

Item Presenter

Julie Eldridge

Board Action Requested

August 10, 2020

**Presentation to Yancey County Commissioners
French Broad Electric Glyphosate Spraying Issues
By Julie B. Eldridge, AICP**

INTRODUCTION

Issues have been identified around French Broad Electric's aggressive spraying of glyphosate, determined to be a "probable carcinogen" by the IARC and World Health Organization. Glyphosate is the main chemical in Rodeo¹, used by French Broad, to kill vegetation under the power lines in a program they call "meadowisation". Glyphosate is the most used herbicide or pesticide in the world, with 300 million pounds being used every year across the globe. French Broad Electric has been spraying glyphosate, in combinations with other chemicals, in the utility corridors, which follow the numerous waterways in the County, shifting away from mechanical trimming, in 2012.

Since that time, three lawsuits have set precedents in the US legal system, granting hundreds of millions of dollars to plaintiffs who got cancer after using Roundup (another glyphosate product) after exposure to the product. There are now 18,400 lawsuit cases moving through the courts, filed by people who got cancer after using glyphosates. A number of countries, and many US states, counties and cities are now banning the use of these chemicals. See the Appendix of this report for a list where glyphosate is now banned.

I represent myself and a group of Burnsville Homesteaders (from the Facebook group) and property owners who are requesting that Yancey County consider joining the growing list of jurisdictions that have banned or are phasing out these products. In the interim, while a ban is being considered by Yancey County we are asking for your support to work with French Broad Electric to improve their transparency, accountability, sensitivity and communication with their customers, respecting their rights to live and farm in a chemical-free environment.

ISSUE IDENTIFICATION

1. **Glyphosate use can be deadly.** The health impacts of glyphosate are well documented and going through successful legal challenges now globally:
 - a. The key ingredient in Rodeo (Dow Chemical) and Roundup, manufactured by Bayer (Monsanto) Chemical Corporation, has been declared a "probable carcinogen" by the International Agency for Research on Cancer (IARC).
 - b. In 2018 a groundskeeper in Benicia, California was awarded \$289m by a jury who found the glyphosate in Roundup was the likely cause for him getting Non-Hodgkins Lymphoma after just 2 years of spraying on the job.

¹ Polaris, the other chemical being used by French Broad, contains Imasapyr as its main ingredient. The Polaris Safety Data Sheet states use of this herbicide should "Prevent material from entering...any waterways."

- c. In May, 2019 an elderly couple in Australia was awarded \$2 billion (later reduced to \$86.7m) in a legal settlement after they both got lymphoma after spraying Roundup by hand on their property for several years. The couple has now died of the disease.
 - d. There are now more than 18,400 glyphosate lawsuits pending against Bayer (purchased from Monsanto), the maker of Roundup.
 - e. Dozens of US cities and other countries are now systematically banning the use of glyphosate chemicals (See the Appendix at the end of this summary).
- 2. **Poor communication by French Broad** on their spraying schedule. There is no notice given to individual homeowners that they will be coming to spray. Putting their spraying schedule in their newsletter is inadequate for a 3-year spraying cycle and puts the onus of responsibility on individual property owners to track French Broad's progress. We are requesting that a phone call and a postcard be dropped in the mail to each homeowner a week prior to spraying, and information about the NO SPRAY PROGRAM should be posted on their website and sent on request to people who elect not to have glyphosate sprayed on their property.
- 3. **No notice of homeowner's rights and responsibilities when they opt out of chemical spraying.** Common questions include; how much area needs to be cut? Which plants? Even on steep slopes? What times of the year should we do this? What is your verification process? Am I guaranteed you still won't come back and spray without my permission? etc. This information should be readily available on their website and as a handout that could be mailed or emailed to property owners.
- 4. **Multiple reports of French Broad's aggressive action and bullying property owners:** e.g.; showing up to spray without notice, coming to spray properties after owners had been told in previous years that they were on the DO NOT SPRAY list, spraying berries that people were eating or taking to market, cutting down large trees and leaving them for seniors in their 80's to cut them up and haul them away, coming back on a daily basis and harassing people to cut more, cut more! This behavior has resulted in a loss of trust in our utility company, of which we are members.
- 5. **Questionable legal right to spray a probable carcinogen on private property for ROW maintenance:** I was told: "You waived your right to maintain your own property when you purchased it. There was a told by the spraying crew foreman "You signed a form in your packet that states you give French Broad Electric permission to maintain their ROW by mechanical or chemical means". However, there was no language in that form stating that I waived my right to chemical-free water and land, nor was I informed about the glyphosate spraying program. The previous owner was also not informed they were spraying glyphosate on the property. Chemical spraying of my land and spring water should have been disclosed as part of my real estate purchase.
- 6. **Economic Impacts of glyphosate spraying include:**
 - a. French Broad Electric maintenance crews are at risk of getting cancer due to their daily use of a known carcinogen. French Broad is risking their employees' lives and the

financial stability of the membership corporation. If they should get sued for their practices, would rate payers be forced to pay multi-million dollar lawsuits for wrongful deaths of their employees or customers.

- b. Loss of "Certified Organic" status for market gardens.
- c. Loss of certified grower status for hemp producers with the state agricultural pilot program.
- d. Loss of a human and animal food source when the blackberries and raspberries are sprayed in early summer, just as berries are forming.
- e. Loss of income potential for people who pick the berries to take them to the farmer's market.
- f. Residents forced to purchase expensive chemical filtration systems for their home drinking water after their springs had been sprayed.
- g. Loss of chemical-free grazing land and water for pastured animals. Feed and water must then be purchased and hauled in.

REFERENCES:

- I. IARC Monograph on Glyphosate, published by the World Health Organization, March 2015.
- II. Toxicological Profile for Glyphosate, Draft for Public Comment, Published by the U.S. Department of Health and Human Services Agency for Toxic Substances and Disease Registry, April 2019.
- III. "Weed Killer Crisis" Organization Tracking the Unfolding Legal & Health Crisis Surrounding Exposure to Weed Killer Products. Weed Killer Crisis 2020 (Online Article). Documents the countries and US States, Counties and Cities that have now banned glyphosate products.
- IV. The Correlation Between Diseases and Glyphosate Increasing in our Food Supply. <https://www.weedkillercrisis.com/topics/glyphosate-report-2019/>
- V. ATSDR Report Confirms Glyphosate Cancer Risks. (2019). Retrieved from <https://www.nrdc.org/experts/jennifer-sass/atsdr-report-confirms-glyphosate-cancer-risks>
- VI. Cancer Risks from Monsanto Weedkiller Deserve Further Scrutiny from Government. (2019). Retrieved from <https://www.ewg.org/news-and-analysis/2019/04/cancer-risks-monsanto-s-weed-killer-deserve-further-scrutiny-government>
- VII. What You Need to Know About A Popular Weedkiller's Alleged Link to Cancer. (2019). Retrieved from <https://www.pbs.org/newshour/health/what-you-need-to-know-about-a-popular-weed-killers-alleged-link-to-cancer>
- VIII. "60 Minutes Australia" segment on glyphosate and Roundup. Available on YouTube. Identifies the tactics being used by the chemical giant corporations to change negative study

conclusions, ghost-write research papers in favor of glyphosate, extensive sales campaigns in agricultural communities and lobby congress heavily to influence votes and keep the EPA from banning these substances.

- IX. “Bayer faces skyrocketing US lawsuits over glyphosate” on dw.com 7/30/2019. Documents 18,400 cases in the US over glyphosate, a controversial ingredient that plaintiffs say poses serious health and environmental risks.
- X. Phone interview with Tracy Evans, Manager of the French Broad Electric on their spraying program, conducted on July 27, 2020.
- XI. Comments from Burnsville Homesteaders Facebook Group on their experiences with French Broad Electric employees and chemical spraying program management.

Julie Eldridge can be reached at Eldridgeconsult@gmail.com or 828-808-8550

APPENDIX

U.S. Cities to Restrict or Ban Glyphosate

Which Countries and U.S. States are Banning Roundup?

July 7, 2020

Roundup has been under a microscope since 2015 when the International Agency for Research on Cancer (IARC) declared Roundup's active ingredient glyphosate a possible human carcinogen. Since then, Roundup manufacturer Monsanto (purchased by Bayer) has been battling thousands of lawsuits alleging that the product caused non-Hodgkin's lymphoma. Unfortunately for the company, a growing number of countries, states and cities have been restricting or outright banning Roundup and the use of glyphosate.

Glyphosate is being banned because of its potential link to cancer in humans, as well as potentially causing the death of important insects, such as bees. Biologists have sounded the alarm over the serious decline in insect populations that affect species diversity. In addition, scientists warn that these glyphosate and other similar products damage ecosystems by disrupting the natural food chains and plant pollination.

The United States' Position on Glyphosate

Every state has a change.org petition requesting the respective state governors to ban glyphosate. The United States has been slow to adopt the position of the World Health Organization. In fact, the Environmental Protection Agency holds the same position as Bayer-Monsanto. The EPA has repeatedly stated the glyphosate is safe, but it hasn't always [held that position](#). While the federal government is slow to move on accepting the science around glyphosate, several municipalities in the United States have restricted or banned glyphosate.

Despite the federal government's lack of urgency, private citizens have taken up the fight against Bayer-Monsanto to hold them accountable. [Thousands of lawsuits](#) have been filed against the company from people who use Roundup in at work or on personal yard maintenance who have since developed Non-Hodgkin's Lymphoma.

Where is glyphosate banned in the U.S.?

Every year, the United States uses more than 1.8 million tons of glyphosate. The weed-killer doesn't just kill weeds. Roundup is found in about 90% of food products tested by the U.S. government—including [honey](#). There are at least 150 cities in the nation that have organics first pesticide policies. While national agencies have been slow to adopt a position that Roundup and its active ingredient are carcinogenic, municipalities are leading the charge by banning or restricting the use of the chemical.

Alaska

In 2010, The Alaska Supreme Court issued a restraining order halting the use of weed-killing herbicides on railroad tracks. The state of Alaska is one of seven states that allows local jurisdictions to make their own pesticide policies.

- Anchorage, Alaska has a city ordinance requiring a pesticide-free program on public parks, lands and other city properties. The city's ordinance strengthens important public health protections including children's health, water quality and environmental protections from toxic pesticides.
- Skagway has a policy that restricts the local use of toxic pesticides on both public and private property.

Arizona

Advocacy groups in Arizona are pressuring the state to ban certain pesticides because of their negative effects on bee populations. In 2018, Tucson became the first city in Arizona that requires an organics-first weed control on city property.

California

California has led the charge in holding Monsanto accountable for Roundup's carcinogenicity. In fact, as early as 2017 the state added glyphosate to its list of carcinogens. In March 2019, Los Angeles County issued a moratorium on Monsanto's Roundup. The County Board of Supervisors cited a need for more research into glyphosate's health effects.

The state has a growing number of cities and counties banning or restricting glyphosate. According to Mercury News, the following agencies in California have discontinued or restricted the use of glyphosate:

- Benicia and Benicia Unified School District
- Burbank and Burbank Unified School District
- Contra Costa County
- Encinitas
- Davis
- Greenfield
- Irvine
- Lodi
- Long Beach
- Los Angeles County
- Marin County
- Mount Diablo Unified School District
- Napa
- Novato
- Oakland
- Orange county
- Oxnard School District
- San Lorenzo Valley Water District
- Santa Rosa
- Sonoma
- Thousand Oaks
- University of California
- Watsonville
- Woodland Joint Unified School District

This is not an exhaustive list of all the locations and agencies that have made moves to ban glyphosate use in California.

Colorado

Certain weeds are legal all over Colorado, but glyphosate-based weed killers are not. In Colorado, Roundup is banned in the following cities:

- Boulder only uses Roundup in *limited* circumstances. In fact, Roundup has been restricted or banned in all city-owned public parks, schools, property, open spaces for the last nine years.
- Durango in 2013 initiated a partial ban on the substance.

Connecticut

Connecticut as a state has instituted Public Act 09-56 to eliminate the use of pesticides and herbicides on daycare facilities' grounds and K-8 schools. And while Connecticut may not be able to compete with California in landmass, when it comes to the number of cities that have banned or restricted glyphosate use Connecticut is at the forefront. Municipalities with glyphosate ordinances include:

- Branford
- Cheshire
- Essex
- Greenwich
- Manchester
- Plainville
- Roxbury
- Watertown
- Woodbridge

Florida

Over concerns that harmful pesticides were killing the local plant life, in March 2019 the city of Miami passed a resolution banning the use of glyphosate on city property. The ban went to effect immediately after its passage by city commissioners. The city typically uses almost 5,000 galls of glyphosate products every year. This ban will significantly reduce resident exposure. On a state level, Florida put a stop to herbicide use while it investigated its effects on wildlife. Other Florida cities that banned or restricted Roundup include:

- Indian River County
- Fort Myers
- Key West
- Martin County
- Miami Beach
- North Miami
- Port St. Lucie
- Satellite Beach
- Sebastian
- Stuart
- Vero Beach

Illinois

Chicago recognized the damage that Roundup causes to DNA as early as 2015 and stopped spraying Roundup in public areas. Other Illinois cities with glyphosate bans or restrictions include:

- Evanston – Glyphosate is on the Proposition 65 list meaning it should be banned on city property. However, the city was mired in controversy in 2016 when it defended its use of the weed killer on city property.
- Franklin Park

- Naperville
- Urbana

Iowa

Iowa may be known for its corn crops, but that doesn't mean officials aren't concerned about the carcinogenicity of glyphosate.

- Dubuque
- Story County, Iowa

Kansas

In a 2016 survey, Kansas came fourth in states that used the most glyphosate in America. However, in an effort to curb their reliance on pesticides, both Wichita and Lawrence have programs to eliminate or reduce pesticide use.

Maine

There are 29 cities in Maine that have some sort of city ordinance addressing the use of pesticides.

Maryland

In Montgomery County, the use of pesticides for cosmetic uses on private lawns is banned. Takoma Park took it a step further and restricted cosmetic pesticides for lawn care on both public and private property. Other areas in Maryland that have enforced a ban are as follows:

- Greenbelt
- Howard County
- Hyattsville

Massachusetts

Massachusetts has been making strides towards eliminating toxic pesticide usage. At the state level, Massachusetts introduced the Children and Families Protection Act which aims to "promote the implementation of Integrated Pest Management Techniques." In addition, the Boston public school district has an unofficial ban on glyphosate. Massachusetts municipalities that have some level of a pesticide reduction plan are:

- Andover
- Chatham
- Dennis
- Eastham
- Falmouth
- Marblehead
- Newton
- Warwick
- Wellesley
- Wellfleet

Minnesota

In 2016, Minneapolis made the move toward eliminating all glyphosate-based products in neighborhood parks. However, on January 1, 2019, a Minneapolis Park Board's Operations & Environment Committee unanimous vote went into effect that bans glyphosate in all Minneapolis parks—including regional parks and golf courses. Rochester has also stopped using pesticides in their city parks.

Additionally, there are several other Minnesota townships with policies to reduce pesticides and herbicides.

Nevada

Reno, Nevada initiated a pilot program to go pesticide-free in 12 city parks.

New Hampshire

In February 2019, state legislators in New Hampshire proposed a bill that would have prevented the use of bee-killing pesticides. However, the bill was tabled for more research and was supposed to be addressed in 2020. Currently, Dover and Portsmouth have eliminated the use of toxic pesticides.

New Mexico

Las Cruces has banned Roundup and its active ingredient glyphosate on city property in a 5-1 vote by the city council. Further, the city voted to create a committee to give the city advice on pest management.

Other New Mexico cities and counties that have limited or banned the use of Roundup include:

- Bernalillo County abandoned the use of Roundup in April 2020.
- Santa Fe has a local ordinance requiring the use of the least toxic pesticide.
- Taos County began considering a pesticide ban in 2016.

New Jersey

The state of New Jersey has statewide legislation that encourages pest companies to eliminate or drastically reduce the use of pesticides.

New York

While New York City has been reducing the amount glyphosate used, it has also been accused of using glyphosate in higher concentrations and more frequently in Black communities. While a bill was introduced to ban the use of glyphosate by all city agencies, it has yet to come to a vote. At the state level, The New York Department of Park and Recreation is aiming to eliminate and reduce pesticides and herbicides. In addition, a bill has been introduced to the New York State Senate that would ban the purchase and distribution of all glyphosate products.

- New Paltz
- Rockland
- Westchester

North Carolina

Believe it or not, since 1999 North Carolina city Carrboro has banned the use of glyphosate in schools, public parks and town buildings or properties.

Ohio

In Cuyahoga County, home of Cleveland, county-owned land cannot be sprayed with pesticides. Additionally, South Euclid, an eastern suburb of Cleveland does not allow toxic pesticides on public grounds.

Oregon

For more than 30 years, Portland, Oregon has restricted the use of Roundup to emergency use only. In fact, the city banned Glyphosate on all city-owned property. Eugene and Talent, Oregon, followed suit and banned the use of toxic pesticides.

Texas

Denton is the home of two Texas universities and sits about 30 minutes north of Dallas. The city ended the use of glyphosate herbicide and is piloting an integrated pest management program that favors organic methods for city-owned parks.

The state capital, Austin, has also prohibited spraying glyphosate on city lands.

Vermont

Several bills have been introduced to the Vermont state legislature to restrict or ban glyphosate.

Virginia

The use of glyphosate products is restricted in Charlottesville, Virginia.

Washington

Many communities in Washington have passed ordinances to prevent or reduce the use of toxic pesticides.

- King County
- Kitsap County
- Ocean Shores
- Olympia
- Seattle
- Spokane
- Thurston County

Which states are slow to move on Roundup restrictions or bans?

There are some states that are following the lead of the EPA—which says that “glyphosate is unlikely to be a human carcinogen.”

For example, Montana’s economy relies heavily on agriculture. State law prohibits individual municipalities from institute local bans. In June 2019, a group called environment Montana asked the state governor to ban bee-killing pesticides—which includes glyphosate. The group hopes that the state will relax its laws and allow cities to make their own laws in regard to pesticides. However, to date, there has been no statewide legislation on reducing or restricting the use of glyphosate.

What countries are banning Roundup?

Since the International Agency on Research on Cancer found glyphosate to be probably carcinogenic in 2015, several countries have banned or restricted glyphosate use. According to the European Commission, glyphosate is currently approved for use in the European Union until Dec. 15, 2022. However, Austria became the first EU country to ban glyphosate in July 2019. Germany announced in September that it will begin phasing out the controversial weedkiller by 2023. Other countries that have some sort of legislation around glyphosate include:

- Malawi
- Thailand
- Vietnam (Vietnam’s move to ban glyphosate contaminated imports drew criticism from U.S. Secretary of Agriculture Sonny Perdue.)

- Sri Lanka
- Oman
- Kuwait
- United Arab Emirates
- Bahrain
- Qatar
- Saudi Arabia
- St. Vincent and the Grenadines
- Bermuda
- Austria
- Belgium
- Czech Republic
- Denmark
- France
- Italy
- The Netherlands

While the United States has been slow to accept the science behind glyphosates' link to carcinogens, there is a growing movement among governments worldwide to protect the health of their citizens and the environment.

- By Carlson Law Firm
Product Liability, Safety



County Manager's Report

Description

County Manger Austin will be presenting the following items as part of her report.

- RESOLUTION - Mayland Community College Anspach Mfg. School – A copy of the proposed resolution provided by Mayland Community College follows.
- 414 E. Main St. Lease Agreements

Item Presenter

Lynn Austin

Board Action Requested

RESOLUTION
of the
Yancey County Commissioners

Resolved, that the Yancey County Board of Commissioners adopt the following resolution:

Whereas, The Anspach Advanced Manufacturing School is a state of the art facility with a technology rich Rapid Prototype Center: and,

Whereas, The Anspach Advanced Manufacturing School's 3 –D metal printing has been used extensively by business and industry within and beyond our three counties: and,

Whereas, The Anspach Advanced Manufacturing School is the primary source of two-year engineers by businesses and industries within our three counties: and,

Whereas, The Anspach Advanced Manufacturing School's Rapid Prototyping Center is critical to our county for attracting and recruiting industry, the expansion of our existing industries, and the development of new startup businesses and industries: and,

Whereas, The Anspach Advanced Manufacturing School has been used extensively within and outside of the Mayland service Area; and,

Whereas, The Anspach Advanced Manufacturing School has been receiving non-reoccurring multi-campus funds for the last four years: and,

Whereas, the Mayland Community College Board of Trustees has passed a resolution requesting recurring funding as a designated Multi-campus;

Therefore, be it resolved that the Yancey County Board of Commissioners whole heartedly supports the Mayland Community College Board of Trustees request and respectfully request that our legislative delegation designate and fund the Anspach Advanced Manufacturing School as a multi-campus of Mayland Community College with reoccurring funds.

This resolution will be spread upon the minutes of the Yancey County Board of Commissioners on August 10, 2020.

Adopted, this the 10th day of August 2020.

Jeff Whitson, Chairman
Yancey County Board of Commissioners

ATTEST:

Sonya Morgan, Clerk to the Board

(SEAL)