



YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner

**AGENDA
YANCEY COUNTY COMMISSIONERS
REGULAR BUSINESS MEETING
DECEMBER 1, 2009**

- I. Call to Order---Chairman Savage
- II. Invocation
- III. Approval of the Agenda
- IV. Public Comment
- V. Approval of Minutes---November 3, 2009 Regular Meeting
- VI. WAMY Community Action---Angela Miller and Andy Bryant
- VII. Yancey/Mitchell County Temporary Boundary Agreement and North Carolina Geodetic Survey
- VIII. Appointments
 - (a) County Fire Marshal
 - (b) Cell Tower Ordinance Administrator
 - (c) Watershed Ordinance Administrator and Review Board
 - (d) Animal Control Officer
- IX. Emergency Management Vehicle
- X. Historical Preservation Grant
- XI. Recovery Zone Designation
- XII. CJPP Contract
- XIII. Manager's Report---1. Pensacola Mining Update 2. 2008-09 Financial Audit Status 3. Other
- XIV. Former Medical Center Building Proposal
- XV. DSS Contracts---Yancey County Transportation Authority; Huskins Cleaning Service; Barbara J. Bailey, LPA; Heritage Adult Day Retreat; Hockaday and Hockaday, PA
- XVI. Adjourn

Minutes of the 1 December 2009
Regular Meeting of the Yancey County Board of Commissioners
Held at 7:00 o'clock p.m. in the Commissioner's Meeting Room
Yancey County Courthouse, Burnsville, North Carolina

Present at the 1 December 2009 meeting of the Yancey County Board of County Commissioners were Chairman Walter Savage, Member Jerri Storie, Member Johnny Riddle, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, Executive Director of the Yancey EDC Jake Blood, Andy Bryant with WAMY, Joyce Watts with the Agricultural Task Force, and members of the general public.

Call to Order, Invocation and Approval of Agenda

Chairman Savage called the meeting to order and asked everyone to observe a moment of silence for meditation and prayer and also to observe for the passing of former County Commissioner Charles Stiles. After the moment of silence Chairman Savage asked for a motion to approve the agenda. The motion to approve the agenda was made by Commissioner Riddle and was seconded by Commissioner Storie. The vote to approve was unanimous. (Attachment A)

Public Comment

The Board then moved to the public comment portion of the meeting. The first person to speak before the Board was Peter Franklin. Mr. Franklin claimed that the Board has been breaking the law for a year because of what believes to be problems with DSS. The next person to speak before the Board was Betsy Solar who thanked the Board because she said it was because of the Board that Tamara (Frank) was running for the North Carolina Senate.

Approval of Previous Minutes

The Board then considered the minutes from its previous meeting on November 3, 2009. Having no questions or amendments Commissioner Storie made a motion to approve the minutes as prepared. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

WAMY Weatherization Update

The Board next heard from Andy Bryant with WAMY Community Action. Mr. Bryant is the Weatherization Director for WAMY and came before the Board to explain about his program. Mr. Bryant explained that weatherization has to do with the retrofitting of houses for energy savings. Mr. Bryant further stated that WAMY had received money from the stimulus package to help with weatherization of homes that he believed would result in putting some people to work in Yancey County. Mr. Bryant urged the Board or anyone who might know someone who could benefit from this program to please call WAMY for information.

Boundary Dispute between Yancey and Mitchell Counties

The Board then heard from County Manager Nathan Bennett about a boundary dispute between Yancey and Mitchell Counties. County Manager Bennett informed the Board that a new development on Seven Mile Ridge called Mountain Brook Estates have lots that actually cross the borders of both Yancey and Mitchell County. County Manager Bennett further stated that the tax maps from Yancey County showed the county line at a different place than the tax maps from Mitchell County. Mr. Bennett informed the Board that the two county managers and two tax assessors have met and come up with an arrangement that both counties agree to for this tax year. Under this agreement the tax revenue on the disputed lots would be split 50/50 until the county line can be established. Upon hearing from County Manager Bennett Commissioner Riddle made a motion to approve the negotiated agreement between Yancey County and Mitchell County Managers and Tax Assessors, which equally divides the disputed parcels in the Mountain Brook Estates subdivision along the Yancey and Mitchell County line for the 2009 tax year. The motion was seconded by Commissioner Storie and the motion to approve was unanimous. County Manager Bennett then informed the Board that a letter had been drafted by both counties to the landowners of the disputed parcels trying to explain the situation. Mr. Bennett asked the Board to approve this letter to be sent to the land owners. Upon hearing from

County Manager Bennett Chairman Savage made a motion to authorize the County Manager and Tax Assessor to sign a joint letter from Yancey and Mitchell County to subject property owners of Mountain Brook Estates advising the two counties' temporary agreement to equally divide the parcels between the two counties. The motion was seconded by Commissioner Storie and the motion to approve was unanimous. Mr. Bennett further informed the Board that the two counties were in the process of talking to the North Carolina Geodetic Survey about establishing the county line between Yancey and Mitchell Counties. In order for the Geodetic Survey to establish the county line then both counties have to pass a resolution asking for the Geodetic Survey to conduct surveys and research to establish the county line. Upon hearing from County Manager Bennett Commissioner Storie made a motion to approve "A Resolution Authorizing County Line Surveying" by the North Carolina Geodetic Survey" (Attachment B). The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

Appointment of Fire Marshal

The Board next heard from County Manager Nathan Bennett concerning the matter of a Fire Marshal for Yancey County. For the last 34 years Tom Storie has been the County's fire marshal. He has notified the Board that he is resigning the position effective on December 1, 2009. County Manager Bennett informed the Board that he has talked with Neil McCurry who is already employed with the building inspections department and is familiar with all of the fire and building codes that the fire marshal must be able to enforce. Upon hearing from County Manager Bennett Commissioner Riddle made a motion to appoint Neil McCurry as the Yancey County Fire Marshal pursuant to the provisions of North Carolina General Statute 153A-234. The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

Appointment of an Administrator for the Watershed Protection Ordinance, Flood Damage Prevention Ordinance and Telecommunication Tower Ordinance

The Board then heard from County Manager Bennett about the appointment of an administrator for the Watershed Protection Ordinance, the Cell Tower Ordinance, and the Flood Damage Prevention Ordinance. Upon mutual consent the item of the Flood Damage Prevention Ordinance was added to the agenda. Mr. Bennett informed the Board that all of these ordinances had a provision for an administrator and that they all stated for the County Manager or their designee to be the administrator. Mr. Bennett was asking to Board to designate the Yancey County Building Inspections Department to be the administrators over these three ordinances because they are more familiar with the technical requirements of these ordinances. Upon hearing from County Manager Bennett Commissioner Storie made a motion to approve a resolution appointing an administrator for the Watershed Protection Ordinance, Flood Damage Prevention Ordinance, and Telecommunication Tower Ordinance, authorizing the Yancey County Building Inspections Department to administer these ordinances (Attachment C). The motion was seconded by Chairman Savage and the vote to approve was unanimous. Mr. Bennett further informed the Board that the Watershed Protection Ordinance had a 5 member board that had never been seated for the purposes of hearing appeals that would disagree with a violation issued by the administrator. Mr. Bennett stated that he would recommend representation on that Board from both the Town of Burnsville and the Pensacola Community where the watershed is located.

Animal Control Officer

The Board then moved to the matter of an Animal Control Officer. County Manager Nathan Bennett stated that this appointment was necessary due to the fact of the retirement of Henry Miller in July. Mr. Bennett further stated that he had been in discussions with the Humane Society and the Yancey County Sheriff's Department. The Sheriff's Department has been handling a lot of the animal calls since Mr. Miller retired and have asked for the County to appoint someone just for animals. The Sheriff's Department is willing to hold the law enforcement certification for the Animal Control Officer. Mr. Bennett informed that Board that he had had discussions with Mr. Eric Penland about possibly being appointed as Animal Control Officer and Dog Warden. Mr. Bennett informed the Board that Mr. Penland would only enforce the laws set down by the state. He further stated that money had been budget for this position but no one has been acting as an Animal Control Officer. Upon hearing from Mr. Bennett

Chairman Savage made a motion to appoint Eric Penland as Animal Control Officer and Dog Warden for Yancey County pursuant to North Carolina General Statute 67-30 and 31, with the authority to enforce all animal control laws in Yancey County, specifically authorized the powers and duties set forth in North Carolina General Statute 67-31 and to authorize the county manager to set pay and schedule pursuant to existing policy. The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

Emergency Management Vehicle

The Board then moved to the purchase of a vehicle for emergency management. County Manager Nathan Bennett informed the Board about the possibility of purchasing a vehicle for the Emergency Management Department. The County has at least 2 mobile trailers for emergency response but there has never been a way to pull the trailers. South Toe Fire Department has a 1999 Dodge truck that they are willing to sell for \$9000 that has all of the equipment that is need for an emergency response and the ability to pull the emergency response trailers. The truck has a value of \$10,500 and the equipment that is installed on the truck is worth \$5,500 according to County Manager Bennett. After hearing from County Manager Bennett, Commissioner Storie made a motion to authorize the county manager and any designated staff to sign all documents required to complete the purchase of a 1999 Dodge Ram 3500 from the South Toe Fire Department for use by Yancey County Emergency Management. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

Historical Preservation Grant

The Board next moved to a historical preservation grant proposal. County Manager Nathan Bennett informed the Board that the Yancey County Cultural Resources Commission has been leading an effort to determine a suitable use for the building that houses the current library after it moves into its new building. Mr. Bennett further stated that because the building was on the National List of Historical Places that it is eligible for some grants that normally wouldn't be available. Mr. Bennett informed the Board that the National Historical Trust for Historical Preservation has granted the Cultural Resources Commission \$2,000 to do a feasibility study about how to maintain and stabilize the building. This grant is a matching grant and would require \$2,000 from the county. After hearing from County Manager Bennett, Commissioner Storie made a motion to approve the use of county funds to match the \$2,000 grant from the National Trust for Historic Preservation for a feasibility study of the current library building on the Town Square. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous. (Attachment D)

Recovery Zone Bonds

The Board next moved to Recovery Zone Bonds from the Federal Government. County Manager Nathan Bennett informed the Board that the Federal Government has made two types of Economic Development Bonds available to counties to use. The first type is a bond that is available for private business wanting to expand or build and create jobs. There is about \$2.2 million dollars available for Yancey County in this type of bond. The other type of bond that is available is for public buildings, there is about \$1.5 million for this bond. According to Mr. Bennett Yancey County must make it known that the County would like to use the bonds. This does not mean that the County is obligated, just interested, according to Mr. Bennett. The first step in this process is designating the County as a Recovery Zone. After hearing from County Manager Bennett Commissioner Storie made a motion to designate Yancey County as an Economic Development Recovery Zone and authorize county staff to pursue application to the Recovery Zone Bonds (Attachment E). The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

CJPP Contract

The Board next heard from County Manager Nathan Bennett about the Criminal Justice Partnership Program (CJPP) contract for substance abuse treatment services. County Manager Bennett stated that this treatment would be done through the judicial system and through ARP/Phoenix which is under the umbrella of RHA Health which the County contracted with recently for mental health services. Upon hearing from County Manager Bennett Commissioner Mbetween Yancey County CJPP and ARP/Phoenix to provide substance abuse treatment. The

motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment F)

Manager's Report

County Manager Nathan Bennett updated the Board on several issues that are of interest over the last few weeks. First, Mr. Bennett updated the Board on the Pensacola Mining situation. Mr. Bennett that people are still calling his office to express their opposition to the issuing of the mining permit by the state. Mr. Bennett reminded the public and the Board that there will be a public hearing about this proposed mining permit on December 3, 2009 at 7:00 pm in the Yancey County Courtroom being held by the North Carolina Department of Environment and Natural Resources. Mr. Bennett also informed the Board that an inspection of the current mining operation in Pensacola revealed that the company is out of compliance with a couple of county ordinances and that the building inspection department is working with the company to resolve those violations. Mr. Bennett also informed the Board that the 2008-09 fiscal year audit is almost complete. Mr. Bennett stated that county staff has been working with Dixon-Hughes to make sure the audit is delivered on time to Raleigh on December 31, 2009. Mr. Bennett's final update was about the North Carolina Department of Commerce. The Department of Commerce today released their Tier rankings for the counties in North Carolina. Yancey remains a Tier 2 county. Mr. Bennett explained that the 40 most economically distress counties receive a Tier 1 rating, the 40 next economically distressed receive a Tier 2 designation and the final 20 receive a Tier 3 designation. This designation is important in being able to recruit industry to the county, the more economically distress that a county is determined to be then the more state assistance that county will receive.

Former Medical Center Building Proposal

County Manager Bennett updated the Board on a proposal that has been talked about to renovate the former Yancey Medical Center into offices for county personnel specifically the Department of Social Services, in order to get out of leases that the county is currently paying. A feasibility study has been completed and the architect who completed the study stated that no matter what level of renovation is done that the roof had to be stabilized. This will cost about \$150,000 dollars. The rest of the renovation would be anywhere from \$200,000 to \$400,000 depending on the amount of work that needed to be done on the structure. Mr. Bennett stated that we would like to go ahead and get the roof taken care of and the renovation to start in the spring. Upon hearing from County Manager Bennett, Commissioner Riddle made a motion to approve and authorize the county manager to enter into contract with Architectural Design Studios for their service for stabilization and rehabilitation of the former Yancey Community Medical Center building for county office use. The motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment F-1)

DSS Contracts

The Board next hear from County Manager Bennett about the DSS service contracts. These are normal service contracts between DSS and the Yancey County Transportation Authority, Huskins Cleaning Service, Barbara J. Bailey, LPA for psychological services, Heritage Adult Day Retreat through the Yancey County Senior Center, and Hockaday and Hockaday, PA for representation in child protective services legal cases (Attachments G-K). Upon hearing from County Manager Bennett Chairman Savage made a motion to approve and authorize the County Manager to execute service contracts between the Yancey County Department of Social Services and Yancey County Transportation Authority, Huskins Cleaning Service, Barbara J. Bailey, LPA, Heritage Adult Day Retreat, and Hockaday and Hockaday, PA. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

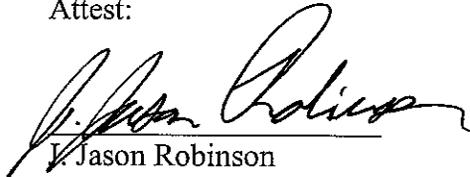
Commissioner Remarks

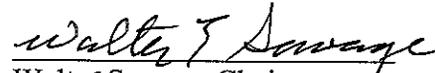
Commissioner Riddle stated that he had been watching a lot of Cougar football and was very proud of the job that the Mountain Heritage football team had done in the state playoffs. He stated that he would like to see something done to honor these young men for their accomplishments. Chairman Savage stated that he hoped everyone had had a blessed Thanksgiving and that he would like to thank the fire departments for all of the work that they have done.

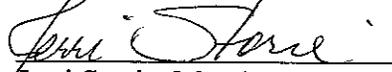
Having no further business Commissioner Storie made a motion to adjourn and it was seconded by Commissioner Riddle. The vote to adjourn was unanimous.

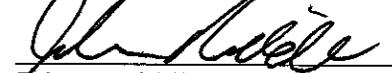
Approved and authenticated on this the 5th day of January 2010.

Attest:


Jason Robinson
Clerk to the Board


Walter Savage, Chairman


Terri Storie, Member


Johnny Riddle, Member

(county seal)





YANCEY COUNTY

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Attachment B

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner

A RESOLUTION AUTHORIZING COUNTY LINE SURVEYING

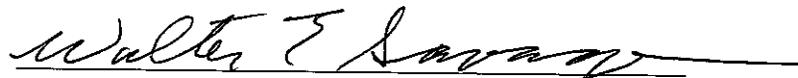
WHEREAS, the North Carolina Geodetic Survey has been designated and funded by the North Carolina General Assembly to assist with the re-survey of ambiguous or uncertain county boundaries; and

WHEREAS, the work can be done at the invitation of the counties involved at little or no cost to the county government; and

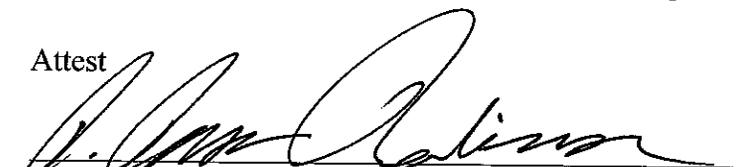
WHEREAS, in order to initiate the process, the county should identify the county's ambiguous or uncertain boundaries and must appoint a "Special Commissioner of Boundaries".

NOW THEREFORE BE IT RESOLVED, by the Yancey County Board of Commissioners that:

1. The Board deems that the Yancey County boundary common with Mitchell County is uncertain.
2. The Board hereby appoints Jeff Boone, Yancey County GIS Mapping Supervisor, as Yancey County's Special Commissioner of Boundaries.
3. The Board of Commissioners request that Yancey County's line be surveyed by the North Carolina Geodetic Survey.
4. This Resolution shall be in full effect upon its adoption this 1st day of December, 2009.


Walter Savage, Chairman, Board of Commissioners

Attest


J. Jason Robinson, Clerk to the Board of Commissioners

(county seal)

Attachment C



YANCEY COUNTY

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PHONE: (828) 682-3971 • FAX: (828) 682-4301

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner

**A RESOLUTION APPOINTING AN ADMINISTRATOR FOR THE WATERSHED
PROTECTION ORDINANCE, FLOOD DAMAGE PREVENTION ORDINANCE,
AND TELECOMMUNICATION TOWER ORDINANCE**

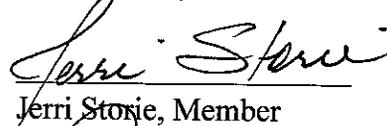
WHEREAS, Yancey County has ordained ordinances entitled: Watershed Protection Ordinance for Yancey County, Yancey County Flood Damage Prevention Ordinance, and Ordinance to Regulate the Erection of Telecommunication Towers in Yancey County, and

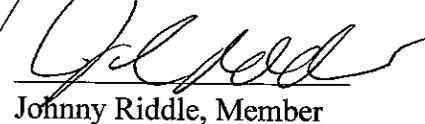
WHEREAS, each of these ordinances provide for an administrator of said ordinance, and

WHEREAS, the Yancey County Building Inspections Department has the knowledge, skills, and abilities to administer these ordinances.

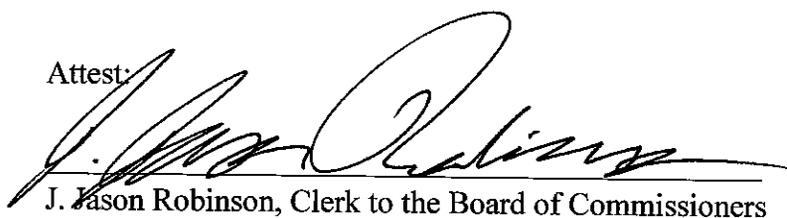
NOW THEREFORE BE IT RESOLVED, by the Yancey County Board of Commissioners that the Yancey County Building Inspections Department is designated as the administrator pursuant to the provisions of these ordinances. This Resolution shall be in full effect upon its adoption this 1st day of December, 2009.


Walter Savage, Chairman


Jerri Storie, Member


Johnny Riddle, Member

Attest:


J. Jason Robinson, Clerk to the Board of Commissioners

(county seal)

Attachment D

**NATIONAL
TRUST
FOR
HISTORIC
PRESERVATION®**

October 28, 2009

John Doyle, Committee Chair
Yancey County Cultural Resources Commission
113 Green Mountain Drive
Burnsville, North Carolina 28714

**Southern
OFFICE**

Dear Mr. Doyle:

It is a pleasure to inform you that Yancey County Cultural Resources Commission's application for a National Trust Preservation Fund grant has been approved. We have allocated \$2,000 from the Terence L. Mills Memorial Endowed Preservation Fund for North and South Carolina to match local funds to help support hiring consultant to complete the Citizens Bank of Yancey building evaluation, code review and feasibility study.

This grant was made possible in part by a gift from Mrs. Damon R. Averill of Brevard, North Carolina to establish the Terence L. Mills Memorial Endowed Preservation Fund for North and South Carolina.

The National Trust is very supportive of your worthwhile preservation activity. It was selected from a large number of qualified applicants competing for a very limited amount of funds. We hope that this letter of support and financial commitment will assist your organization in raising any additional funds needed for this historic preservation activity.

Acceptance of this grant is indication of your willingness to conduct your project in conformance with the following special conditions:

1. **Required Match.** This grant must be matched with other funding on a one-to-one basis. Evidence of the match must be submitted in the final report required in Paragraph 10.
2. **National Trust Concurrence with Consultant Selection.** We concur with your selection of Architectural Design Studio for this project. If you wish to change consultants, new approval must be sought from the National Trust.
3. **Competitive Procurement Process.** You agree that all procurement of goods and services shall be conducted in a manner that provides maximum open and free competition. When a procurement exceeds \$25,000, you must seek at least three (3) competitive bids or quotes. (This applies to any procurement greater

Southern Office

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National Office

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www.PreservationNation.org

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than \$25,000 that is part of this grant-assisted project, whether financed through National Trust funds or through the matching funds that make up the rest of the project's approved budget.) Although it is not always necessary to select the lowest bid, an explanation for the selection must be documented using the attached Competitive Bid Report Form, which should be retained in your files and made available to the National Trust upon request. You should also maintain procedures to ensure that procurement of goods and services, including consultant services, do not present a conflict of interest.

4. **Equal Opportunity.** You agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual orientation, or national origin. Further, you agree to take affirmative action to assure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, gender, age, sexual orientation, or national origin. The obligations of this paragraph also extend to disabled veterans, Vietnam-era veterans and handicapped persons.
5. **Retention of Records.** You must maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant-assisted project.
6. **Planning for Preservation Work.** Any documents or plans for preservation work that result from the project must conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as appropriate.
7. **Publicity and Acknowledgement of Grant Assistance.** For your assistance, we enclose a sample press release format for use in publicizing the grant. The National Trust must be listed as a supporter in any printed material and publicity releases. Should material emanating from this preservation activity be published for distribution, appropriate acknowledgement of the Trust's participation should be given using the following statement:

"This project has been funded in part by a grant from the Terence L. Mills Memorial Endowed Preservation Services Fund for North and South Carolina of the National Trust for Historic Preservation."

In accepting this grant, the grantee agrees to provide the National Trust for Historic Preservation in the United States with a non-exclusive, royalty-free license to use and to allow others to use any reports or other materials funded by the grant.

8. **Project End Date.** The time limit for completing your grant-assisted project will be **one year**, commencing from the date of the grant disbursement letter that will accompany your grant disbursement from the National Trust. Should any problems arise, a written request for an extension of the project must be submitted to our office for consideration within ten (10) days of the project end date.

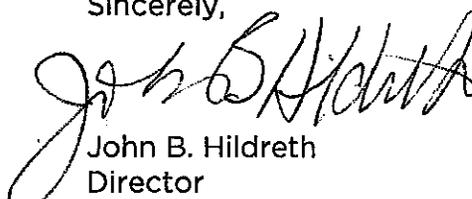
9. **Final Report.** Within 30 days of the project end date, you agree to submit two copies of a final report and financial accounting on the use of the grant, as well as two complete copies of materials emanating from the grant, to the National Trust.
10. **The Requirement of Return of Funds.** The National Trust shall require that you return the grant funds, plus accumulated interest, in the event that you: (1) fail to complete the project as described in your application; (2) fail to complete the project within one year of the disbursement date; (3) fail to obtain written approval from the National Trust prior to making a material change to the project; (4) fail to match the grant funds on a dollar-for-dollar cash basis; or, (5) fail to submit the final report within 30 days of the project end date.

We would like to complete disbursement of funds to your organization as soon as possible. If we do not hear from you by **November 30, 2009** the funds obligated for the project will be returned to our regional fund reserve for the National Trust Preservation Funds program.

Please sign and return the original of this letter to my office by **November 30, 2009** as your acceptance of this agreement. **(The enclosed copy is for your records.)** By doing this you acknowledge that these grant funds will be used expressly for the purposes described in your grant application and are subject to the conditions contained in this letter of agreement.

Please contact Nancy Tinker in our office for additional assistance. We are pleased to assist in your preservation project and trust that this grant will prove valuable to your effort.

Sincerely,



John B. Hildreth
Director

CONCUR _____ DATE _____

TITLE _____

Enclosures

cc: Coordinator National Preservation Fund
ID: 39780



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Nathan Bennett, County Manager
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RESOLUTION

DESIGNATING YANCEY COUNTY A RECOVERY ZONE

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) ("ARRA") modifies the Internal Revenue Code of 1986, as amended (the "Code") to authorize, among others, two new types of bonds entitled "recovery zone economic development bonds" and "recovery zone facility bonds;" and

WHEREAS, "recovery zone economic development bonds are a subcategory of taxable build America bonds (as defined in section 54AA(d) of the Code), issued under provisions of ARRA that have been codified as Section 1400U-2 of the Code, the proceeds of which are to be used for qualified economic development purposes in a recovery zone; and

WHEREAS, qualified economic development purpose include expenditures for the purpose of promoting development or other economic activity in a recovery zone, including capital expenditures for property located in the zone or expenditures for public infrastructure and construction of public facilities in the zone; and

WHEREAS, ARRA also authorizes a new type of federally tax exempt private activity bonds entitled "recovery zone facility bonds" in Sections 1400U-1 and 1400U-3 of the Code to finance construction, renovation, or acquisition of depreciable property by a private taxpayer of a qualified business in a recovery zone, with "qualified business" defined to include any trade or business other than residential rental property and certain prohibited uses outlined in the Code;

WHEREAS, sections 1440U-2 through 1400U-3 of the Code, and related Notice 2009-50 issued by the U.S. Treasury Department (collectively, the "Recovery Zone Act") define a recovery zone as any area designated by the County as an area of significant poverty, unemployment, rate of home foreclosure, or general distress; and

WHEREAS, the County has determined that Yancey County has experienced significant unemployment and general distress because the high unemployment rates in excess of State and National averages; and

WHEREAS, the County has determined that it is in the best interest of the County and its citizens to designate Yancey County as a "recovery zone" for purposes of the Recovery Zone Act.

NOW, THEREFORE, BE IT RESOLVED by the Yancey County Board of Commissioners, that:

1. The County hereby finds that there is significant unemployment and general distress in Yancey County, and therefore hereby designates Yancey County, North Carolina as a recovery zone for the purposes of the Recovery Zone Act.
2. The officers of the County are hereby authorized and directed to take all actions as may be required in furtherance of the designation of the recovery zone.

ADOPTED this the 1st day of December 2009.

(county seal)



Attest:

J. Jason Robinson
J. Jason Robinson, Clerk to the Board

Walter E. Savage
Walter E. Savage, Chairman

Jerri Storie
Jerri Storie, Member

Johnny Riddle
Johnny Riddle, Member

Attachment F

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN

YANCEY COUNTY AND ITS CRIMINAL JUSTICE PARTNERSHIP BOARD

AND

ARP/PHOENIX, Inc.

1. **TERM:** This contract will commence on November 01, 2009 and will remain in full force until midnight on June 30, 2010.
2. **SCOPE OF SERVICES TO BE PROVIDED:** ARP/PHOENIX hereby agrees to perform in a manner satisfactory to the YANCEY COUNTY AND ITS CRIMINAL JUSTICE PARTNERSHIP BOARD (CJPP) the following substance abuse treatment services:
 - a. **Individualized Assessments:**
Each offender referred by the Court System will receive a clinical assessment that utilizes one or more of the following assessment instruments: ASAM, Mental Status Exam, Psycho-Social Evaluation, and/or Behavioral History
 - b. **Case Management:**
This shall include phone calls to offenders, probation officers, medical providers, etc. It shall also include face-to-face contacts other than otherwise designated treatment with offenders for the purpose of linking, monitoring, arranging, skill-building, and coordinating services on behalf of offenders to enhance successful treatment outcomes. Any written correspondence requested by Probation officers such as Court Reports and will also be included in this service. This will have a limit of 10 units per offender with additional units needing approval from CJPP Director.
 - c. **Regular Outpatient Treatment (ROPT):**
Offenders assessed to be substance abusers will be provided a minimum five (5) month treatment program including group treatment once per week. In addition, the ROPT will provide individualized Community Support; and referral to Community Support Services such as 12 Step Recovery meetings. PROVIDER agrees that it will limit ROPT group sessions to no more than fifteen (15) clients/offenders per counseling group. Said ROPT Program is more particularly described in Attachment "A" which is incorporated herein by reference.
3. **WHEREAS,** the COUNTY is desirous of purchasing professionally delivered long term substance abuse treatment and support services for offenders who have received an Intermediate Sanction through the Court System and who are considered to be appropriate for substance abuse assessment and mental health, treatment and support services. Other offenders who are considered appropriate under this contract for treatment, and support services may include individuals on Intensive Probation or individuals on Community Level Probation and at risk of revocation due to substance abuse and referred by the Department of Probation and Parole to PROVIDER.
4. **WHEREAS,** the PROVIDER currently operates an on-going Outpatient Substance Abuse Treatment Program which consists of providing comprehensive substance abuse assessments; a Regular Outpatient Treatment Program (ROPT); Case Management Services as indicated and

included in outpatient therapy; mental health treatment services; and referrals to community based self help groups;

5. WHEREAS, the COUNTY is the Grantee for the N.C. Department of Correction – Criminal Justice Partnership Program Grant Funds which provides in part for the purchase of said Substance Abuse Treatment Services and Mental Health Treatment Services; and WHEREAS, the PROVIDER has agreed to deliver on behalf of the COUNTY said Substance Abuse Treatment Services and Mental Health Treatment Services to said offenders according to the terms and conditions specified herein below.
6. **AGREED PAYMENT TO PROVIDER:** During the term of this Contract, PROVIDER shall submit to COUNTY monthly invoices for actual treatment services provided to any offenders utilizing the treatment hour costs found in Attachment “A”. PROVIDER shall invoice COUNTY at the end of each month (no later than the 5th) for the actual number of ROPT and other treatment hours provided to offenders during the preceding thirty (30) days multiplied by the respective treatment hour costs specified on attachment A minus any balance due to PROVIDER upon receipt of said **monthly invoice**. It is agreed that PROVIDER will not charge COUNTY for canceled appointments or for failure by offender(s) to show nor will PROVIDER charge a “Dropout” penalty for an offender(s) who discontinues treatment prior to completing all clinical services specified in individualized offender treatment plans. It is agreed that PROVIDER will not charge for mileage incurred by offenders providing transportation for themselves or for individuals not involved with COUNTY and that proof of mileage from offender assisting with transportation will be obtained by PROVIDER prior to invoicing COUNTY.
7. ARP/Phoenix agrees to seek and obtain billing from third party payees as appropriate and will not charge CJPP for any services reimbursed by third party payees. PROVIDER shall keep a monthly accounting of all third party reimbursements received for treatment services provided to offender and previously paid for by COUNTY. The total amount of third-party reimbursements received in each month shall be deducted from the total cost of treatment services provided within that same month when PROVIDER submits a monthly invoice for services to the COUNTY as required in paragraph three herein above. PROVIDER agrees that it will not charge offenders any minimum fee, based on a sliding fee scale, nor a co-payment requirement in order to receive the said or ROPT services, or community support services as described herein above and in said Attachment “A”. PROVIDER further agrees not to initiate any collection proceeding through a collection agency or the legal system against any offender receiving treatment services authorized under this contract. PROVIDER will not charge COUNTY for treatment services provided to offenders who meet only the ASDWI Target Population, but PROVIDER may concurrently provide services that satisfy DWI Treatment requirements paid by the offender toward assigned treatment hours for both CJPP and DWI. COUNTY agrees that PROVIDER has the right to file claims, collect and maintain any and all third party reimbursement for which offenders may be eligible as a result of PROVIDER furnishing any other substance abuse or psychiatric treatment services to offenders that are agreed to by clients and not authorized for payment by the COUNTY.
8. PROVIDER agrees that the Criminal Justice Partnership Program Substance Abuse Treatment Funds provided by the State of North Carolina under NC G.S. 143B and locally administered through the COUNTY, as Grantee of said funds, shall not be used to displace current local funding

of previously existing short term habilitation/rehabilitation programs for residents of COUNTY. Therefore, PROVIDER agrees to utilize said substance abuse treatment funds exclusively to provide long term Substance Abuse Treatment and Support Services for residents of COUNTY who have received an Intermediate Sanction through the Court System and other offenders who are considered to be appropriate for substance abuse treatment services as specified by COUNTY in its Criminal Justice Partnership Program Grant Proposal.

9. **INSURANCE AND INDEMNIFICATION:** ARP/Phoenix maintains professional liability insurance, commercial general liability insurance, including statutory Workers' Compensation. A certificate of insurance form shall be provided by the insurance carrier to CJPP on request.
10. **RESPONSIBILITY FOR EXPENSES OF PROVIDER:** COUNTY shall not be responsible or liable to pay PROVIDER for any expenses paid or incurred by PROVIDER unless said expenses are provided for herein or unless otherwise agreed to in writing by COUNTY.
11. **EQUIPMENT COSTS:** PROVIDER shall supply, at its own expense, unless otherwise specified in the grant proposal, all equipment, tools, materials, and/or supplies required to deliver the treatment services contracted hereunder with the exception of Urine Drug Screens and Saliva Drug Screens to assess participants and monitor abstinence from drug use and compliance with program requirements. CJPP funds will be utilized to purchase evaluations and urine and saliva drug screens exclusively for testing CJPP participants.
12. **PERSONNEL:** All services provided to clients referred under the terms of this contract will be provided by a QSAP. ARP/Phoenix will be responsible for recruitment, hiring and disciplinary action. Clinical supervision of the QSAP will be the responsibility of ARP/Phoenix.
13. PROVIDER shall provide to Criminal Justice Partnership Program Director and TASC monthly treatment data, reports and summaries on each offender that can be utilized by PROVIDER to produce reliable outcome measures. PROVIDER agrees to provide a weekly attendance sheet to enter on CJPP IMS.
14. **ACCOUNTABILITY AND COMPLIANCE:** Upon request by COUNTY, PROVIDER will make its policies, procedures and financial records available for periodic inspection and review by COUNTY and/or by the agency(s) providing funds to purchase substance abuse treatment services and mental health treatment services for offenders. COUNTY has the right to examine and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Financial reviews shall take place at times and locations mutually agreed upon by both parties, although PROVIDER must make the materials to be reviewed available within one (1) week of the request for them. PROVIDER represents that it is in compliance with all Federal, State, and local laws, regulations, or Executive Order(s), which said Executive Orders are hereby incorporated by reference. Further, PROVIDER agrees to comply with all applicable provisions of the Criminal Justice Partnership Act and does further agree to complete and submit, in a timely manner, all necessary information and reports as may be required by the Criminal Justice Partnership Program.

15. **CONTRACT ADMINISTRATOR:** COUNTY and its Criminal Justice Partnership Program designee, County Manager, or his designee, as contract administrator for this Contract. The Contract Administrator shall be responsible to monitor PROVIDER'S performance; review all invoices submitted by PROVIDER for treatment services delivered to offenders prior to their submission to COUNTY; review all referrals made by PROVIDER to and/or ROPT; and review all outcome data provided by PROVIDER. The ARP/Phoenix contact person shall be Tom Britton, Director.
16. **OWNERSHIP OF WORK:** All reports, statistical data, and treatment program information produced by PROVIDER resulting from treatment services delivered to offenders under this Contract shall remain the property of COUNTY and/or its Criminal Justice Partnership Program and may be used without limitations on other projects or to evaluate other treatment programs at any time in the future after termination of this Contract.
17. **TERMINATION OF CONTRACT:** This contract shall terminate based on one of the following conditions:
 - a. At the expiration of the contract term as herein defined;
 - b. Without cause upon thirty (30) days prior written note by either CJPP or ARP/Phoenix to the other party;
 - c. With cause upon fifteen (15) days prior written notice sent by either CJPP or ARP/Phoenix to the other party hereto due to failure of either party to perform their respective terms, obligations and responsibilities under this contract. Said written notice shall set forth the cause (s) for termination, however, the notified party shall have the right to cure said cause(s) for termination within fifteen (15) days and in the event of full and complete remedy of said cause(s) then this contract will not terminate.
 - d. Action by a legislative, regulatory or judicial authority pre-empting, voiding or preventing implementation or continuance of this contract; or
 - e. By mutual consent of CJPP and ARP/Phoenix.
18. **CONFIDENTIALITY:** ARP/Phoenix adheres to state and Federal confidentiality requirements covering the release of information of mental health and/or substance abuse treatment records. PROVIDER shall disclose only to COUNTY and/or its Criminal Justice Partnership Program, the Contract Administrator, and the N.C. State Criminal Justice Partnership Program any reproduction, description or information concerning the work produced as a result of this project or task unless written permission is otherwise granted by COUNTY. Further, in connection with the offenders' records and all information contained therein, including offender identifying information PROVIDER agrees as follows:
 - a. That it acknowledges that in receiving, storing, processing or otherwise using or dealing with any such information, PROVIDER and its employees are fully bound by the provision of North Carolina General Statutes 122-8.1 as amended and all other Federal and State Laws and Regulations that govern and guarantee the treatments rights and confidentiality of individuals receiving substance abuse treatment services.
 - b. To resist any effort to obtain access to offender treatment information not expressly provided for in the aforementioned paragraph.
19. **INDEPENDENT CONTRACTORS:** ARP/Phoenix and CJPP are independent contractors and nothing in this contract shall be construed or deemed to create a relationship of joint venture or principal and agent or any other relationship other than that of independent parties performing their respective provisions of this contract.

20. OWNERSHIP OF WORK: All reports, statistical data, and treatment program information produced by PROVIDER resulting from treatment services delivered to offenders under this Contract shall remain the property of COUNTY and/or its Criminal Justice Partnership Program and may be used without limitations on other projects or to evaluate other treatment programs at any time in the future after termination of this Contract.

21. CONTRACT AMENDMENTS: This contract may be amended by written amendments duly written and executed by CJPP and ARP/Phoenix.

CJPP and ARP/Phoenix have entered into this Substance Abuse Treatment Services Contract effective November 01, 2009 through June 30, 2010.

Thomas P. Britton, Director

Date

Yancey County

Date

Kathryn Smith
Chief Clinical Officer

Date

Attachment A

A: Individualized Substance Abuse Evaluations:

SA Evaluations will generally be completed by TASC and given to PROVIDER upon referral. When necessary, PROVIDER may perform these evaluations upon request. All clinical staff with appropriate credentials and privileges may also administer the substance abuse evaluations.

If administered by PROVIDER, the substance abuse evaluation will include, at a minimum, a thorough clinical interview consisting of a behavioral history related to substance abuse and a bio-psycho-social history. All clients will be administered the Substance Abuse Life Circumstances Evaluation (SALCE). Administration of a monitored urine drug screen or saliva drug screen will also be included in this evaluation. After the evaluation, a summary of evaluation findings and treatment recommendations will be composed and a copy of this will be provided to the Probation Officer to which that client is assigned. Recommendations will be based on experience with the population and ASAM criteria.

B. Regular Outpatient Treatment Services:

As outlined in the CJPP Request for Proposals, PROVIDER shall provide each offender meeting the diagnostic criteria for substance abuse or less severe substance dependence, a five (5) month Regular Outpatient Treatment (ROPT) consisting of the following:

1. Outpatient Treatment:

Minimum length of treatment	20 weeks
Minimum frequency of group sessions	1 time per week
Minimum length of group sessions	2 hours
Minimum total treatment hours per week	2 hours
Minimum total treatment hours per phase	40 hours
Frequency of individual therapy	PRN only with written approval from CJPB

Each offender will also be encouraged to attend two 12 Step Recovery Group meetings weekly.

2. Minimum Totals: 20 week program providing 40 treatment hours.
3. PROVIDER shall provide each offender, case management services and linkage to any appropriate support resources available in the community.
4. PROVIDER shall provide group counseling, consisting of interactive discussions and psycho-education. No more than one hour of video per week will be presented.

Cost

Because of the ever-changing rates related to Mental Health Reform, ARP/Phoenix, Inc. will provide services and charge consistent with Division of Medical Assistance and Division of MHDDSAS prevailing rates current at the time services are provided. Reimbursement rates are dependent upon the specific service and the qualifications and credentials of the individual provider.

Intake (case opening when accepting TASC assessment) \$75

Long term and regular term outpatient treatment groups (DMA rate)

Estimated total cost of Regular Outpatient Treatment per client* \$1536

*assumes 40 hours of treatment is adequate, with five hours of case management to perform functions not available through TASC Care Manager. May be adjusted based on individual offender treatment needs.

Individual Treatment \$88.00/hour

This is less than PROVIDER's actual cost for this form of treatment. *Please note that this would only be implemented on rare occasions when clinically necessary and at the discretion of the treatment provider.* Research supports the efficacy of group treatment to be at least that of individual treatment. It is our experience with this population that opportunity for learning vicariously is prominent due to the number of interactions for a group member and opportunity for a group member to recognize issues that they may share.

-----END OF ATTACHMENT-----

 **AIA**® Document B151™ – 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of January
in the year of Two Thousand and Ten.
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Yancey County
110 Town Square, Room 11
Burnsville, North Carolina 28714

This document has important
legal consequences.
Consultation with an attorney
is encouraged with respect to
its completion or modification.

and the Architect:
(Name, address and other information)

Architectural Design Studio, PA
90 Church Street
Asheville, North Carolina 28801

For the following Project:
(Include detailed description of Project)

Stabilization and Design Development
for New DSS Facilities
Pensacola Road
Yancey County, North Carolina

The Owner and Architect agree as follows.

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§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

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§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 ARBITRATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of

(\$ -0-) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Architectural services related to stabilization of the old Medical Center Building and Design Development services related to renovation of the building for use as offices for the Yancey County Department of Social Services. The stabilization phase includes the preparation of drawings and specs, bidding of the work and administration of the construction contract for building stabilization. The design development phase of our services will provide a description and drawings of the proposed future renovations in cooperation with the North Carolina State Division of Social Services in sufficient detail to support the county's requests for construction funding.

We propose to provide these services for a total fee of \$29,800 with the understanding that Yancey County may reduce the fee for architectural services to \$29,200, provided that it is paid in full upon completion of services related to stabilization of the building and the completion of Design Development plans for renovations. The total fee is based on a fee of \$9,000 for services related to stabilization and a fee of \$20,800 for architectural services related to design development services related to renovations. Payments for services shall be made monthly based on the progress of the work. It is understood that Yancey County may defer payment of the final \$9,000 of architectural fees until July 15, 2010 and that the proposed reduction in fee would not apply after July 1, 2010.

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.) N/A

Schematic Design:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)

Total Basic Compensation one hundred percent (100.00%)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

As negotiated and mutually agreed upon, in writing, by both parties.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

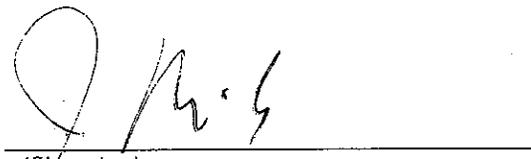
(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT


(Signature)


(Signature)

Nathan R. Bennett, Yancey County
(Printed name and title) *Manager*

J. Michael Cox, AIA
President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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