

**Minutes of the 3 August 2010
Regular Meeting of the Yancey County Board of Commissioners
Held at 7:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina**

Present at the 3 August 2010 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, YCTA Director Lynn Austin, Amy Sheele with Healthy Yancey, Emergency Management Coordinator Bill Davis, and members of the general public.

Call to Order, Invocation and Approval of Agenda

Chairman Savage called the meeting to order and asked Reverend Jerry Shelton to deliver the invocation. Chairman Savage then made a motion to approve the agenda and it was seconded by Commissioner Riddle. The vote to approve was unanimous. (Attachment A)

Public Comment

The first person to speak before the Board was Charles Weidman. He spoke about his property being overvalued and wanted a refund on his taxes. He was informed that a refund was approved at the last meeting. He also wanted to talk about junk cars. He believes that a new ordinance that can be enforceable should be written and have people vote on it. The next person to speak before the Board was John Charlton. Mr. Charlton stated that he was a seasonal camper at Toe River Campground. He further stated that there were some problems at the campground that need to be addressed. Among the problems that he mentioned were low water pressure, sewer backup, parties at Hoot Owl Hall, dogs running loose, and electrical issues. Mr. Charlton stated that he thought they paid enough for the campground and that these issues should be addressed. The next person to speak before the Board was Bill Grover. He spoke about the economy and the destruction of the middle class. There are four classes now according to him: the poor, the rich, the middle class, and the aristocracy (American Bar, etc.) and the middle class is slowly disappearing.

Previous Meeting Minutes

The Board then moved to the approval of minutes from the previous meeting. Upon reviewing the minutes of the July 6th Regular Meeting Commissioner Riddle made a motion to approve the minutes. The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

Wildlife Presentation

The Board next heard from Mr. Rick Woody who was representing a group opposed to hunting on Sunday. Beginning on August 1, 2010 bow season for deer will be allowed on Sundays in North Carolina according to Mr. Woody. Mr. Woody presented the Board with a list of hundreds of names on a petition who are opposed to hunting on Sundays and they are asking the Board to pass a resolution asking that hunting not be allowed on Sundays in Yancey County. Mr. Woody was informed by the Board and County Manager Bennett that this would require an act of the North Carolina General Assembly in the form of a local bill and that the General Assembly is not in session right now and won't be until January. Mr. Woody stated that would be fine that it couldn't be stopped this year but it could be in subsequent years.

YCTA-ROAP Grant

The Board next heard from Yancey County Transportation Director Lynn Austin. Ms. Austin stated that she came before the Board to get approval for the Rural Operating Assistance Program (ROAP) from the NC Department of Transportation. She stated that YCTA is asking for the full amount that is possible from DOT and that YCTA always asks for the maximum amount of grant money. This program will help to keep costs low for all riders of the YCTA vans and to offset costs for people going to work, and medical transportation. Ms. Austin stated that YCTA is asking for \$135,722 from the ROAP grant this year. Ms. Austin further stated that a lot of good has been done in Yancey County because of past grants. After hearing from Ms. Austin, Chairman Savage opened the public hearing. Someone asked who was the funding source for this grant. Ms. Austin replied that it was the State. Having no further comment Chairman Savage closed the public hearing. Upon the closure of the public hearing Chairman

Savage then made a motion to approve the ROAP grant application. The motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment B)

Healthy Yancey

The Board next heard from Amy Sheele with Healthy Yancey and Graham Children's Services. Ms. Sheele stated that she was at the meeting to thank the Board for their support to Healthy Yancey and Graham's Children Services. Ms. Sheele also talked about some of the work that has been going on by Healthy Yancey. Most of their work is guided by the results of a community health assessment completed last fall. She stated that the top three areas identified were: 1. mental health 2. access to care (3) lifestyle choices. Ms. Sheely goes over the work that has been done to meet the needs of the community in these areas including a mental health directory and working with providers. She also states that Graham's Children Services is working on assessing what are the best practices that might reduce childhood obesity in Yancey County. The Board thanked Ms. Sheele for her for her report and the work of the organizations she represents.

Emergency Management

The Board next heard from Emergency Management Coordinator Bill Davis. Mr. Davis stated that he came before the Board to ask that Chairman Savage sign an application to draw down funds from FEMA and North Carolina Emergency Management in regards to the winter storm in December of 2009. According to North Carolina Emergency Management regulations the chairman of the board must sign this in an open meeting. (Attachment C)

NCDOT--Sidewalk Contract

The County Manager next informed the Board about an opportunity presented by NCDOT to construct sidewalks from the Town of Burnsville limits to Mountain Heritage High School when US 19-E is expanded to four-lanes through this area. County Manager Bennett stated that this was a great opportunity for Yancey County to improve the lives and safety of its citizens on the western end of the county. The Town of Burnsville plans to consider approval of the town portion of this contract at their meeting Thursday night. The project will mostly be paid for by the NCDOT (80%) but 20% has to come from the county which amounts to an estimated \$219,509 which can be budgeted over a number of years as the construction of this section will likely take at least 4 years. This project is necessary to provide safe pedestrian access along the larger roadway. Timing is critical as DOT is finalizing the construction documents and the county and town's commitment to the local match for this enhancement to the construction project must be known to do that. Commissioner Riddle stated that he would like to have a chance to talk to the finance office staff and make sure that funds are going to be there and made a motion to table the issue. The motion was seconded by Commissioner Storie and the vote to table to a future meeting was unanimous.

Child Support Enforcement Contract

The Board next heard from D and D Collections who has provided child support enforcement for Yancey County over the last several years on a year to year basis. Lisa Harrell, representative from D and D, informed the Board that child support enforcement has improved over the last year and have increased the productivity in 4 out of 5 categories and have increased collections by \$9,000. County Manager Nathan Bennett then informed the Board that each county has to provide child support enforcement according to federal and state law. Mr. Bennett informed the Board that the current contract expires at the end of August. The county attorney has reviewed this contract for three years and has stated that it looks to be in order. Upon hearing from Mr. Bennett Commissioner Riddle made a motion to approve the contract and authorize the county manager to execute the required documentation. The motion was seconded by Commissioner Storie and the vote to approve was unanimous. (Attachment D)

Medical Campus Deed

The Board next heard from County Manager Nathan Bennett about the medical campus across from Mountain Heritage High School on Wheeler Hills Road. The County Manager reported that Graham's Children's Services has provided him with a deed to transfer ownership of their property at the location to Yancey County. When this deed was originally done all of the property used for development at the medical campus was deeded to Graham's Children Health

Services. Graham's Children Services is now wanting to deed the remaining property, including the "common areas", back to the county. Mr. Bennett stated that the county is already maintaining the property and no tax value would be lost as this is already a nonprofit agency with tax exempt status. Upon hearing from Mr. Bennett Chairman Savage made a motion to record the deed. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

Region D Development Corporation

The Board next heard from County Manager Bennett about the Region D Development Corporation. This entity makes loans to small business through the small business administration program. This board has four members each from all of the member counties of the High Country Council of Governments representing financial institutions, business, community and government sectors. Yancey County's members include Chairman Walter Savage (Community), County Manager Nathan Bennett (Government), Ron Deyton (Financial Institution) with Carolina First Bank and John Young (Business) with Webb Morgan and Associates. Upon hearing from County Manager Bennett Commissioner Riddle made a motion to reappoint these individuals. The motion was seconded by Commissioner Storie and the vote to approve was unanimous.

Assessment Solutions

The Board next heard from Lyn Shore with Assessment Solutions. Mr. Shore reported that Assessment Solutions has been working with the Yancey County Tax Administrator and the tax office staff over the last few months. Last year Assessment Solutions brought in about \$132,000 for the county and this year it is projected to be around \$150,000. Mr. Shore is asking the Board to an agreement with Assessment Solutions through the end of the year for more training and assistance with the tax assessments and getting them up-to-date. Upon hearing from Mr. Shore Commissioner Storie made a motion to approve the proposal by Assessment Solutions. The motion was seconded by Commissioner Riddle and the vote was unanimous. (Attachment E)

Blue Ridge Parkway 75th Anniversary Resolution

The Board next heard from County Manager Nathan Bennett about the Blue Ridge Parkway 75th Anniversary. This is a year-long celebration commemorating the 75th anniversary of the Blue Ridge Parkway beginning construction in 1935. Chairman Savage then asked the clerk to the board to read the resolution. After the resolution had been read, Commissioner Storie made a motion to approve the resolution. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

Commissioner Comments

Chairman Savage then asked his fellow commissioners if they had any comments on what they had been doing the previous month. Commissioner Storie gave an update to the condition of Nancy Shaw, who is in the Brian Center in Spruce Pine. Commissioner Riddle stated that he wanted to talk about some of the issues at the campground. There was \$30,000 invested in the electrical system last year and some more improvement is planned for this year. He further stated that when private contractors ran the campground that \$15,000 was paid to the county but the county still had to pay all of the bills and the other money went into the pockets of the private contractors. Chairman Savage stated that there would not be any more "keg parties" at the hall in the campground and that the sewer issue was being looked into.

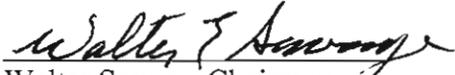
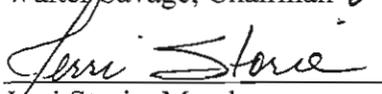
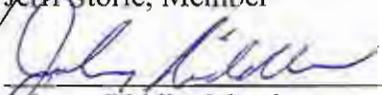
Adjournment

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 7th day of September 2010.

Attest:


J. Jason Robinson
Clerk to the Board


Walter Savage, Chairman

Jerri Storie, Member

Johnny Riddle, Member

(county seal)



Attachment A



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
August 3, 2010

- I. Call to Order - Chairman Savage
- II. Invocation
- III. Approval of the Agenda
- IV. Public Comment
- V. Approval of Minutes – July 6, 2010 Regular Meeting
- VI. Mr. Rick Woody – Wildlife Presentation
- VII. YCTA – Ms. Lynn Austin, Director
 - (a) PUBLIC HEARING---ROAP Grant
 - (b) Action needed related to ROAP Grant
- VIII. Healthy Yancey – Ms. Amy Sheele
- IX. Emergency Management – Mr. Bill Davis
- X. NCDOT – Sidewalk Contract
- XI. Child Support Contract
- XII. Medical Center Campus Deed
- XIII. Region D Development Corporation---Reappointment of Members
- XIV. Assessment Solutions – Proposal for Service
- XV. Blue Ridge Parkway---75th Anniversary
- XVI. Commissioner’s Comments
- XVII. Adjourn

Attachment B

**CERTIFIED STATEMENT
FY 2011
RURAL OPERATING ASSISTANCE PROGRAM
County of Yancey**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips and for other transportation services for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government is the only eligible recipient of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP application. NCDOT will disburse the ROAP funds only to the county and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2010 to June 30, 2011 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Yancey North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips and transportation services provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips and other transportation services when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2011 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county manager will provide written assurance to the Public Transportation Division that the employment transportation needs in the county have been met prior to transferring any Employment Transportation Program (EMPL) funds or Supplemental EMPL funds. The letter will describe the process used to make this determination. Transfer of EMPL or SuppEMPL funds is prohibited if there are any unmet needs or service strategies in the Coordinated Public Transit – Human Services Transportation Plan that have not been addressed.
- The county will provide an accounting of trips, services and expenditures in semi-annual reports to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY 2011 Rural Operating Assistance Program funds:

| State-Funded Rural Operating Assistance Program | Allocated | Requested |
|--|------------------|------------------|
| Elderly & Disabled Transportation Assistance Program (EDTAP) | 40,794 | 40,794 |
| Employment Transportation Assistance Program (EMPL) | 3,842 | 3,842 |
| Rural General Public Program (RGP) | 33,271 | 33,271 |
| Supplemental EDTAP | 23,516 | 23,516 |
| Supplemental EMPL | 4,820 | 4,820 |
| Supplemental RGP | 29,479 | 29,479 |
| TOTAL | \$135,722 | \$135,722 |

WITNESS my hand and county seal, this 3rd day of August, 2010.



Signature of Board of County Manager/Administrator

Nathan R. Bennett
Printed Name of County Manager/Administrator

State of North Carolina County of Yancey

County Seal Here





Signature of Board of County Commissioners Chairperson

Walter E. SAVAGE
Printed Name of Chairperson



Signature of County Finance Officer

Brandi Burleson
Printed Name of County Finance Officer

Attachment C



**North Carolina Department of Crime Control and Public Safety
Division of Emergency Management**

APPLICANT: YANCEY COUNTY DISASTER: WINTER STORM & FLOODING
FEMA- 1871 -DR-NC

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Crime Control and Public Safety, Division of Emergency Management (“the State”) and YANCEY COUNTY (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called WINTER STORM & FLOODING and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 1871 - DR-NC.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant’s governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - Designation of Applicant’s Agent;
 - State-Applicant Disaster Assistance Agreement
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 *et. seq.*, 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**
14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.
15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.

16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors at the following website:
http://epls.arnet.gov/epl/owa/epls.search_menu.
20. The Applicant shall comply with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

3 Aug 2010
Date

56-6000453
Applicant's Federal Tax I.D. Number (required)

FOR THE APPLICANT:

BY: Walter E. Savage
Signature

Walter E. SAVAGE
Typed Name

Chairman
Title

FOR THE STATE:

Date

BY: _____
Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

VANCEY COUNTY
Name of Applicant

BY: Walter J. Savage
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. 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) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| | |
|--|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| APPLICANT ORGANIZATION <div style="font-size: 1.5em; font-family: cursive; margin-top: 10px;">YANCEY COUNTY</div> | DATE SUBMITTED |

**RESOLUTION
DESIGNATION OF APPLICANT'S AGENT**
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) YANCEY COUNTY Disaster Number: 1071-DR-NC
 Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):
 Applicant's Fiscal Year (FY) Start Month: July Day: 1
 Applicant's Federal Employer's Identification Number 56-6000453
 Applicant's Federal Information Processing Standards (FIPS) Number 37-199

| PRIMARY AGENT | SECONDARY AGENT |
|--|--|
| Agent's Name <u>BILL DAVIS</u> | Agent's Name <u>NATHAN BENNETT</u> |
| Organization <u>YANCEY COUNTY</u> | Organization <u>YANCEY COUNTY</u> |
| Official Position <u>EM COORDINATOR</u> | Official Position <u>COUNTY MANAGER</u> |
| Mailing Address <u>110 TOWN SQUARE</u> | Mailing Address <u>110 TOWN SQUARE</u> |
| City, State, Zip <u>BURNSVILLE, NC 28714</u> | City, State, Zip <u>BURNSVILLE, NC 28714</u> |
| Daytime Telephone <u>828-678-9463</u> | Daytime Telephone <u>828-682-3971</u> |
| Facsimile Number <u>828-682-2946</u> | Facsimile Number <u>828-682-4301</u> |
| Pager or Cellular Number <u>828-284-0725</u> | Pager or Cellular Number <u>828-284-4614</u> |

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 3 day of AUG, 20 10

| GOVERNING BODY | CERTIFYING OFFICIAL |
|---|---|
| Name and Title <u>WALTER SAVAGE, CHAIRMAN</u> | Name <u>NATHAN BENNETT</u> |
| Name and Title <u>JOHNNY RIDOLE, COMMISSIONER</u> | Official Position <u>COUNTY MANAGER</u> |
| Name and Title <u>JERRI STORIE, COMMISSIONER</u> | Daytime Telephone <u>828-682-3971</u> |

CERTIFICATION

I, Walter E. Savage, (Name) duly appointed and Chairman (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Yancey County (Organization) on the 3rd day of August, 20 10
 Date: 3 AUG '10 Signature: Walter E. Savage

Attachment D

CONTRACT FOR CHILD SUPPORT ENFORCEMENT SERVICES

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

This Agreement is made and entered into this the 7th day of September, 2010, by and between **D & D COLLECTIONS, LLC**, hereinafter referred to as "**Contractor**," and **YANCEY COUNTY**, hereinafter referred to as "**County**."

This Agreement is made pursuant to the authority conferred upon the County pursuant to N.C. Gen. Stat. § 110-141 and N.C. Gen. Stat. §153A-259.

WITNESSETH:

Whereas, the County is authorized to contract with any governmental agency, person, association, or corporation for the provision of social services; and

Whereas, the County has been operating a program for child support enforcement pursuant to the authority conferred upon it by the North Carolina General Assembly; and

Whereas, the County is authorized to negotiate alternative arrangements to the procedures outlined in N.C. Gen. Stat. §110-130 for the operation of the child support enforcement program in the county; and

Whereas, the County desires to improve its Standards for Program Operations as set forth in 45 CFR, Part 303 of the Code of Federal for operating its Child Support Enforcement Program and TANF Program; and

Whereas, the Contractor possesses unique knowledge and skills related to the operation of the Child Support Enforcement program in the nation and particularly North Carolina and the Contractor has the skills, knowledge, expertise and resources necessary to benefit the County in that Contractor staff has extensive experience as managers of child support enforcement programs; and

Whereas, the County and the Contractor have negotiated for the performance of certain technical and professional services; whereas, County wishes to enter into an agreement with Contractor to become the Designated Representative as that term is defined in N.C. Gen. Stat. §110-129(5) for Yancey County and operate the Child Support Enforcement Program therein.

Whereas, the parties hereto desire to reduce the terms of this agreement to writing; and

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1.0 Scope of Work

The services to be performed under this Contract shall be as outlined below and as specified by the County:

1.1 County Responsibilities

1.1.1 To notify North Carolina Department of Health and Human Services that D & D Collections, LLC, is the Designated Representative of Programs as defined in N.C. Gen. Stat. §110-129 (5) for Yancey County and that all future correspondence must also be directed to D & D Collections, LLC, at the address provided.

1.1.2 To prepare and transmit referrals to the Contractor on appropriate cases pursuant to Title IV-D. Such referral shall be made through the Eligibility Information System interface. Such referrals will contain the name of the recipient, names of the children and the associated absent parent, if known, such identifying information as is available to assist in the location and support enforcement process, pertinent known legal information relative to marital status and orders for support, the amount to the family's assistance grant, available data relative to the absent parent's whereabouts and employment, and any other available information which may relate to the support process.

1.1.3 To provide pertinent information relative to changes of status in referred cases, including, but not limited to a change in NONTANF status to TANF eligible. Such referral shall be made through the Eligibility Information System interface.

1.1.4 To consult with the Contractor concerning potential settlements affecting the rights of the County and act as liaison with the State concerning any potential settlements that may affect the rights of the State and consult with the Contractor concerning any adverse administrative or judicial rulings in order to determine appropriate remedies to be sought by the Contractor.

1.1.5 To furnish Contractor with all materials and equipment furnished by the State to operate the Child Support Program in the County. Such materials and equipment consist of the ACTS equipment furnished by the State and any program manuals associated with the IV-D program, including those covering ACTS.

1.1.6 To provide the services of Sheriff's deputies for service of process, warrant execution, and other activities mutually agreed to by the County and the Contractor.

1.2 Contractors Responsibilities

Under this Contract the Contractor shall have the following responsibilities:

1.2.1 To establish and maintain a child support enforcement program in Yancey County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the North Carolina General Statutes, as amended, State laws and regulations, and to be totally responsible and accountable for the proper operation of such program for all current, ongoing, and backlog cases in Yancey County.

1.2.2 To provide all child support enforcement services following standard and accepted child support practices, policies and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.

1.2.3 To provide testimony, evidence and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to federal and state laws, in civil, criminal and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child.

1.2.4 To bring all court actions in the manner as prescribed by N.C. Gen. Stat. §110-130.1 and to notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affects the County's or State's interests and agrees not to enter any settlement which results in the County's or State's loss of revenue. Contractor may appeal from any judicial or administrative order and shall cooperate with the State, in the event, the State chooses to appeal. In the event that Contractor thinks that a decision needs to be appealed, the Contractor shall consult with the appropriate County official prior to filing a Notice of Appeal. The County will notify Contractor within 30 days of signing this agreement as to the name of the appropriate County official.

1.2.5 To utilize the State's automated systems that affect the Child Support Enforcement Program. Any additional automation needs deemed necessary to assist Contractor in carrying out its responsibilities shall be the responsibility of the Contractor. Contractor shall retain all rights to such software developed by the Contractor, at the Contractor's expense, to assist Contractor in carrying out its duties under this Agreement. Software developed by the Contractor at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of contract termination.

1.2.6 To utilize documents produced by the State System. Any additional documents deemed necessary by Contractor shall contain language recommended by the Department of Health and Human Services to assist it in its distribution function.

1.2.7 To immediately respond to the State IV-D agency's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.

1.2.8 To maintain all records as required by any laws, or regulations enacted by the County, State, and/or Federal governments. Contractor will follow all standards for retention of files after case closure. Records to be destroyed will be done in compliance with both State and Federal regulations and timeframes.

1.2.9 To return all case and automated files to the County at the time of contract termination.

1.2.10 To be responsible for the proper training and management of staff assigned to the project.

1.2.11 To ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State at which attendance is requested upon timely notice. Timely notice means at least 15 days advance notice. Contractor will make every effort to comply if less than 15 days notice is provided.

1.2.12 Upon the request of any State or County Official, the Contractor shall make case files immediately available for audit or case review sampling purposes. The Contractor shall comply with any corrective action as set forth in any non-compliance letter received from the County, State, or Federal government within 30 days of receiving the letter.

1.2.13 To revise and or clarify within fifteen (15) working days any Corrective Action Plan which the County or State determines to be unacceptable in addressing deficiencies.

1.2.14 To refer any cases of fraud related to child support enforcement to the appropriate County and/or State official.

1.2.15 To provide statistical information relative to the caseload and services in such a manner and format as prescribed by the County.

1.2.16 To cooperate fully with the data collection and evaluation activities carried out by the County in connection with the services performed under this contract.

1.2.17 To provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Contractor receives notice that an obligor has filed a bankruptcy petition.

1.2.18 To collect and return to the County any fees required to be charged under State or Federal law regulation or policy.

1.2.19 To comply fully with the aforementioned and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.

1.2.20 Contractor shall cooperate, to the fullest extent allowed by law, with other county, state, and federal entities. This provision also covers other entities operating Child Support Enforcement Programs pursuant to Title IV, Part D of the Social Security Act as amended.

1.2.21 During the transition, operation, and post operation of the Program, contractor shall adhere to all confidentiality laws, rules, and regulations pertaining to the child support enforcement program.

1.2.22 Contractor shall advise the county in writing within ten (10) days of the receipt by the contractor of any notice of deficiency from the State or federal government or any adverse audit results.

2.0 Terms and Conditions

2.1. General

This section contains the terms and conditions of this Contract. This Contract is also subject to the provisions of all applicable Federal and State laws, regulations, policies, and standards.

2.1.1 The Contractor agrees that all Title IV-D case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C. Gen. Stat. §§110-139 and 108A-80. The Contractor will comply with all other applicable laws and regulations in addition to those specifically set forth.

2.1.2 The Contractor further agrees that any information obtained through Federal Parent Locator Services, as well as addresses and asset information obtained through the Internal Revenue Service must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. § 6103(p)4. All personnel authorized to handle such tax related information will sign an IRS Confidentiality Form, to be provided by the State, and will return the signed original to the State. The Contractor will comply with all other applicable laws and regulations in addition to those specifically set forth.

2.2 Amendment

No modification or change of any provision in this Contract shall be made, or be construed to have been made, unless such modification is agreed to in writing by the Contractor and the County, and incorporated into a written amendment to the Contract. Except, County has the right to require revisions made in the scope of work necessary to meet new or revised rules, regulations, laws, policies, and standards. Such written requests shall be made the Contract Administrator. Contractor shall advise the County upon receipt of any information pertaining to changes in laws, rules or regulations affecting the operation of the Child Support Enforcement Program. It shall be the responsibility of the Contractor to keep its staff up to date about all changes. Any changes needed in order for the Contractor to met its duties under Section 1.2.1 shall not constitute an amendment to this Contract.

2.3 Contract Period

The Contract will be effective for a three year period beginning 01 July 2010 and ending 30 June 2013, at which time the contract will be up for review on the goals/terms achieved and renewal.

2.4 Termination of Contract

The Contract shall be subject to termination provisions set forth herein. The Contract may be terminated by the County for the following reasons, to wit: default, convenience, and/or unavailability of funds/bankruptcy.

2.4.1 Termination for Default

If the Contractor shall fail to perform its Contractual obligations and duties, the County shall thereupon have the right to terminate this Contract.

The Contractor is not deemed to have failed to perform if its failure is the result of a substantial and/or material breach of contract by the County or a mistake or error by the North Carolina Department of Health and Human Services.

2.4.1.1 Payments Upon Default

In the event of termination for default, the Contractor shall be paid through the date of termination, a pro-rated amount of compensation as set forth in section 2.18.

2.4.1.2

If the Contract is terminated for default, the Contractor shall be liable to County for any and all damages of any type and nature sustained by County and arising out of or relative to said breach. In such event, County shall have the right to pursue Contractor for any and all legal remedies available to County as a result of said default including pursuing payment on contractor's insurance provided as an incident and condition of this contract.

2.4.2 Termination for Convenience

County may terminate this contract without cause, in whole or in part, whenever, for any reason, in its sole discretion. If County terminates the Agreement for convenience, by giving the Contractor sixty (60) days written notice of the termination, the Contractor shall be paid through the date of termination a prorated amount of compensation as set forth in section 2.18.

2.4.3 Transition

Contractor will ensure the integrity of all data during the period between the decision to terminate and/or expiration of this contract and the time when the County has fully assumed operations. The Contractor will make key staff available to the county to assist in the transition from Contractor to County operations.

2.5 Assignment

The Contractor shall not assign or transfer any interest in this Contract.

2.6 Place of Contract

It is agreed between the parties hereto that the place of this Contract, its situs and forum, shall be in the State Courts of North Carolina in Yancey County, North Carolina, and in said County and State shall all matters, whether sounding in Contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract be determined.

2.7 Record Retention, Inspection, Audits

The Contractor agrees to maintain fiscal books, records, documents, and other evidence which reflect all direct and indirect costs expended under this Contract. The Contractor shall maintain an accounting system in accordance with generally accepted accounting principles. The County, State or the Federal government shall have the right to inspect such records at its convenience.

It is understood and agreed by the Contractor that the Contractor shall be liable for any State or Federal audit exceptions and shall return to the County all payments made under the Contract to which exception has been taken or which has been disallowed because of such an exception.

The Contractor shall agree to the conditions of 45 CFR, Part 74.24(a), (b), and (d) and the Department of Social Services Records Retention and Disposition schedule regarding retention and access requirements relating to all financial and programmatic records, support documents, statistical records, and other records of this Contract. In addition, the Contractor shall agree to the following terms regarding record retention of Contract records and access for government officials.

Unless County specified in writing a shorter period of time, the Contractor agrees to preserve and make available all other pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract for a period of five years from the date of expiration or termination of Contract. Records involving matters in litigation shall be kept until the later of the following two dates: one year following the termination of litigation or for five years from the date of Contract termination.

The parties agree that the records subject to audit shall be limited to records related to this project, and specifically excludes records relating to Contractor's general policies and information on Contractors overhead and profit rates.

2.8 Waiver of Breach

Waiver of any breach of any term or condition of this Contract shall not waive any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by written instrument signed by the parties hereto.

2.9 Qualifications of Contractor Staff

The Contractor shall warrant that all persons assigned by it to perform this Contract shall be fully qualified to perform the work herein. The Contractor shall maintain an office in Yancey County and shall staff this office in a manner that provides clients with regular times for in-office contacts. The Contractor shall also obtain the services of a Contract Attorney who is mutually acceptable to the Contractor and the County.

2.10 Indemnification and Relationship of Parties

The Contractor shall be an independent Contractor, licensed and solely responsible for the employment, acts and omissions, control, and direction of its employees. The Contractor shall save and keep harmless and indemnify the County against any and all liability arising out of the operations or performance of the work by the Contractor or its employees in connection with the Contract. The Contractor shall not be deemed an employee of the County.

2.11 Insurance

The Contractor shall acquire and maintain insurance coverage in the amount of \$1,000,000.00 to protect the County, its agencies, its employees, its customers, and the general public against any loss, damage, and/or expense associated with the operation of the Child Support Enforcement Program. The Contractor shall defend, at contractor cost, and all claims asserted against the County, its agents, or employees arising from the provision of child support services. The County will cooperate with the Contractor and may participate in the defense at the County's expense, at the County's sole discretion. No settlements in any of the claims will be entered into by Contractor, except upon the prior written consent of the County. The insurance coverage shall include a general liability, malpractice insurance, and other appropriate professional liability. The County shall be named as a co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the Contractor's services hereunder. Written evidence of insurance shall include, but shall not be limited to: effective dates of coverage; limits of liability; insurer's names, policy numbers, endorsement or representatives of the insurance company. The evidence of insurance must be submitted upon award of the contract. In the event the insurance coverage is cancelled, the County must be notified within thirty (30) days prior to the cancellation of any coverage under the policy.

2.12 Permits, Licenses, Taxes, and State Regulation

The Contractor shall procure all necessary permits and license and abide by all applicable laws, regulations and ordinances of all Federal, State, and Local governments in which work under this Contract is performed.

2.13 State and/or County Property

The Contractor shall be responsible for the proper custody and care of any County or State owned property furnished for the Contractor's use in connection with the performance of this Contract, and the Contractor shall reimburse the County and/or State for its loss or damage, normal wear and tear excepted. Any such property or equipment will be returned to the County at the end of the contract or when no longer used.

2.14 Site Rules and Regulations

The Contractor shall use its best efforts to ensure that its employees and agents, while on State and/or County premises, shall comply with site rules and regulations of the State and/or County.

2.15 Invoice and Payment

The Contractor shall invoice for one-twelfth of the fee at the end of each month.

The County shall make payments for the invoiced amount within 14 days of receiving the invoice.

2.16 Compliance With Civil Rights Laws-Equal Opportunity Employment

The Contractor hereby assures that it shall comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, sex, or national origin be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

The nondiscrimination clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, age or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Program for Employment of the Handicapped (Affirmative Action): Regulations issued by the Secretary of Labor of the United States in Title 20, Part 741, Chapter VI, subchapter "c" of the Code of Federal Regulation, pursuant to the provisions of Executive Order 11758 and Section 503 of the Federal Rehabilitation Act of 1973 and the American Disabilities Act of 1992 are incorporated herein.

2.17 Force Majeure

Neither the Contractor nor County shall be deemed to have breached the contract if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to, acts of God, fires, quarantine restrictions, freight embargoes and/or computer system failures. If Contractor's failure to perform is not the result of causes beyond its control or acts of God, Contractor will be liable.

2.18 Compensation

The County shall pay the Contractor a fixed fee of:

\$84,000.00 per year.

for the services provided under this Contract from 01 July 2010 through 30 June 2013. Payments shall be made in accordance with the schedule listed in Section 2.15. The amount of the fee shall be adjusted if the Contractor is required to process Child Support Enforcement cases that, at the time of contract execution, are handled by the Clerk of Court.

If any costs reimbursed to the Contract should later be disallowed by any audit or subsequently be denied for reimbursement by the Federal government, the Contractor shall reimburse the County for such disallowed costs.

2.19 The Contractor shall not subcontract any of the work under this contract without the prior written approval of the County.

2.20 Notice and Invoices

All notices shall be delivered to the County at the address below or such other address or party as designated.

Nathan R. Bennett, County Manager
110 Town Square - Room Eleven
Burnsville, NC 28714

All notices shall be delivered to the Contractor at the address below or such other address or party as designated.

D & D Collections, LLC
242 Dale Street
Burnsville, NC 28714; and,

D & D Collections, LLC d/b/a
Yancey County CSEA
Post Office Box 579
Burnsville, North Carolina 28714.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

3.0 Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the Terms and Condition of this Contract are declared severable.

4.0 Contract Administrator

The Contract Administrator for the County is the County Manager or his/her designee. Such other designation shall be in writing.

5.0 Pre Audit Certification

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

Brandi Burleson
Brandi Burleson, Finance Officer

Date: 9/7/10

IN WITNESS WHEREOF, the Contractor and County have executed this agreement in quadruplicate, one of which is retained by each of the parties and one sent to County, and an additional copy for the County Finance Officer, effective the day and year first above written.

Yancey County

By: Nathan R. Bennett
Nathan R. Bennett, County Manager

Witness:
[Signature]
Attest/(Seal)



D & D Collections, LLC

BY: Dennis D. Wilson
Dennis D. Wilson, Member of D & D Collections, LLC

Witness:
[Signature]
Attest

Yancey County Child Support Stats:

*** Increased in 4 out of 5 categories over last year's numbers; met 2010 State goal in 3 out of 5.

*** Current support collected increased by approximately \$9,000.00

*** Increased in 8 out of 9 Self Assessment goals.

*** Currently have 558 cases, 46 in paternity/establishment process- 11 of which already have something filed or are ready to file.

Why stay with D & D Collections, LLC?

*** Office is already set up to state/federal standards; location is well placed and clients know where it is. Office is easily accessible to persons with handicaps.

*** Less work on county

*** Trained staff

| | Paternity Established | Cases Under Order | Current Support Paid | Collection Rate 6/30/2010 | % +/- Cases Under Order Curr to Prior Yr | % +/- Collection Rate Cur to Prior Yr | |
|-------------------|--------------------------------|------------------------------|----------------------------|---|--|--|--------------|
| July 08 - June 09 | 95.40% | 70.90% | \$400,692.15 | 59.10% | 8.72% | | |
| SFY 2010 Goal | 99.00% | 72.90% | | 60.13% | | | |
| July 09 - June 10 | 108.59% | 71.01% | \$409,881.82 | 61.65% | 0.15% | 4.26% | |
| % Over/Under | 9.59% | -1.89% | | 1.52% | | | |
| | Cases w/ Pymt to Arrears | Current Total Collections | % of Goal Collected | +/- Annualized Actual Collections | % Change Annualized Collection | Annualized Collection Goal Inc(+)/Dec(-) | 0% Change |
| July 08 - June 09 | 59.50% | \$528,451 | 84.10% | (\$70,227) | (11.73%) | (\$100,161) | |
| SFY 2010 Goal | 61.55% | \$528,451 | | | | | |
| July 09 - June 10 | 57.79% | \$541,712 | 102.51% | \$13,261 | 2.51% | \$62,508 | 11.83% |
| % Over/Under | -3.76% | | 2.51% | | | | |

Attachment E

Mr. Nathan Bennett
County Manager
Yancey County
110 Town Square, Room 11
Burnsville, NC 28714

PROPOSAL

For a sum of \$25,000, billable in equal monthly payments, and running from August 1, 2010 to December 31, 2010, and renewable with mutual consent, Assessment Solutions proposes to:

1. Measure, list and enter in the existing CLT software system improvements permitted with the County the previous month,
2. Enter and price property splits and merges as a result of instruments recorded the previous month,
3. Provide a written report to the Assessor on a monthly basis of all work completed.
4. Provide training to designated employees of the County as to the aspects of existing CAMA software, collections, and audit services pertaining to business personal and present use value properties.
5. Provide consultation and support in matters of billing, collections and real and personal property, as needed, by experienced personnel.

We understand and appreciate that the taxpayers of Yancey County have made a significant investment in the revaluation of 2008 and in providing online access of the resulting valuations. We are committed to ensuring the continued accuracy and consistency of these records, and welcome the opportunity to continue to work with the county and taxpayers.

We propose to have Lynn Shore, state-certified Assessor, as our representative for the life of this agreement. Timothy Cain, Lisa Black, Wally Beard and Scott Casey will be onsite according to their requisite specialties, as directed.

Thank you for your consideration in this regard,

Timothy F. Cain
President



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

RESOLUTION

In Recognition of the 75th Anniversary of the Blue Ridge Parkway



WHEREAS, the Blue Ridge Parkway is a 469 mile long scenic route that joins Shenandoah National Park in Virginia and Great Smoky Mountains National Park in North Carolina; and

WHEREAS, the Blue Ridge Parkway was built over a 52-year period from September of 1935 until its completion in 1987, providing visitors with stunning views and a glimpse of Appalachian history; and

WHEREAS, 12 miles of the Blue Ridge Parkway skirts the southern border of Yancey County passing Crabtree Falls, Buck Creek Gap, Mount Mitchell, and the South Toe River Valley; and

WHEREAS, some of Yancey County's finest citizens helped to build sections of the Blue Ridge Parkway; and

WHEREAS, the Parkway continues to be the most visited of all the 391 units in the National Park System.

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

- (1) That the Blue Ridge Parkway is hereby recognized for its historical, cultural, and economic significance to Yancey County.
- (2) That Yancey County commemorates and celebrates the 75th Anniversary of the Blue Ridge Parkway.
- (3) That the Board of Commissioners encourages the citizens of Yancey County to participate in activities marking this historic occasion.
- (4) That this resolution is effective upon its adoption.

ADOPTED this the 3rd day of August 2010.

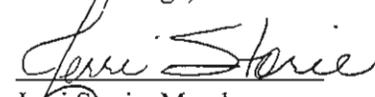
(county seal)



Attest:


J. Jason Robinson, Clerk to the Board of Commissioners


Walter Savage, Chairman


Jerri Storie, Member


Johnny Riddle, Member