

**Minutes of the February 10, 2025  
Regular Meeting of the Yancey County Board of Commissioners  
Held at 6:00 pm in the Yancey County Courtroom  
Yancey County Courthouse, Burnsville North Carolina**

Present at the meeting held February 10, 2025, were Chairman Jeff Whitson, Vice Chairman Mark Ledford, Commissioner Stacey McEntyre Greene, Commissioner David Grindstaff, Commissioner Sandi Norton, County Manager Lynn Austin, County Attorney Donny Laws, and County Finance Officer Brandi Burleson. Members of the media and the general public attended the meeting. Clerk to the Board Morgan West was absent from the meeting.

**Call to Order**

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

**Invocation and Pledge of Allegiance to the Flag**

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

**Approval of the Agenda**

Chairman Whitson asked for a motion to amend the agenda to include a presentation from the Yancey County School Board regarding land acquisition.

Commissioner Ledford made the motion to approve the amended agenda including an item for the School Board, with Commissioner Grindstaff seconding the motion. By unanimous vote, the amended agenda was approved. (Attachment A)

**Consent Agenda**

Chairman Whitson read through the items on the consent agenda, which included the following items, and asked for a motion to approve:

- a. Approval of January 13, 2025, Regular Meeting Minutes
- b. Approval of 2025-2026 Budget Calendar (Attachment B)
- c. Approval of Tax Release/Adjustments 2025 (Attachment C)
- d. Annual Settlement Report for Unpaid Real and Personal Property Taxes for 2024-2025 – Informational (Attachment D)
- e. January 2025 Tax Collection Reports – Informational (Attachment E)

On the motion duly made by Commissioner Norton and seconded by Commissioner Grindstaff the Board voted unanimously to approve the consent agenda.

**Tax Refunds-Releases/Late Applications**

Interim Tax Administrator, Danny McIntosh presented property tax refunds, release, or exemption situations that would require approval from the Board. (Attachment F)

Chairman Whitson asked for a motion to approve all requests presented. Commissioner Grindstaff made the motion, with Commissioner Ledford seconding the motion. Unanimously the motion carried.

**Pana Columbus – THRIVE Appalachia Youth Program**

Director Pana Columbus of THRIVE Appalachia Youth Program presented with the youth participants introducing themselves and highlighting different skills they learned through programs and classes they partake in or volunteer to be a part of in order to enhance their entrepreneurship skills. There are currently 120 youth that participate in the program.

### **Kristy Bryant – EMS Medicare Rates**

EMS Director Kristy Bryant was unable to attend the meeting. County Manager Lynn Austin spoke about an increase of 2.4% of billable rates for different level of services provided by EMS, that were recommended by the contracted billing company EMS MC. (Attachment G)

Chairman Whitson asked for a motion to approve the increased rates. Commissioner Norton made a motion, with Commissioner Grindstaff seconding. Unanimously the motion carried.

### **Yancey County Financial Audit FY 2024-2025**

A representative from Gould-Killian, CPA Group gave a presentation for the FY 2024-2025 Financial Audit for Yancey County. (Attachment H)

### **Yancey County Schools – Edwin Fortner**

Edwin Fortner, Chairman of Yancey County School Board, and Kathy Amos, Superintendent of Yancey County School presented their interest in acquiring 133 acres on the west end of Yancey County with North Carolina Lottery Funds, stating the potential expansion opportunities with the property. The School Board highlighted they are only requesting the approval from the Commissioners to enter into a 40-day contract to begin acquisition of this property, beginning a due diligence phase, and not requesting any further monetary contributions from the Commissioners for this acquisition.

Commissioner Grindstaff made a motion to approve Yancey County School Board entering into a contract for acquisition of the 133 acres. Commissioner Ledford seconded the motion, and unanimously the motion carried.

### **Board Appointments – Northwestern Regional Housing Authority**

Chairman Whitson stated there was a re-appointment requested for the Northwestern Regional Housing Authority Board of Trustees. Commissioner Grindstaff stated he has sat on that Board and would be willing to be re-appointed for another term. Chairman Whitson made a motion to nominate Commissioner Grindstaff, with Commissioner Greene seconding. Unanimously the motion carried.

### **Board Appointments – Tourism Development Authority (TDA)**

County Manager Lynn Austin presented the (3) open seats on the Tourism Development Authority (TDA), which were originally only appointed for one-year terms, stating that all three members were willing to serve another term; those members up for re-appointment were Jake Blood, Nealy Andrews, and Lee Howell. Chairman Whitson asked for a motion to re-appoint the same three members for another one-year term. Commissioner Grindstaff made a motion to approve, Commissioner Norton seconded. Unanimously the motion carried.

### **County Manager's Report**

County Manager Lynn Austin asked Phillips Jennings with SDR to give an update regarding the debris removal progress for Yancey County, and discussion ensued regarding amendments for the contract (Attachment I) through the state for updated fee schedules and highlighting different types of debris removal that are related to cleanup after Hurricane Helene specific to the region.

Chairman Whitson asked for a motion to approve both amendments to the contract and authorize County Manager Austin to sign and execute provisions of contracts ongoing. Commissioner Grindstaff made a motion, with Commissioner Greene seconding. Unanimously the motion carried.

County Manager Austin presented the Surplus Property Bid for Lot #7 Horseshoe Highlands #1. The Board chose to table this RESOLUTION to verify the correct bid amount

with Clerk to the Board, Morgan West, due to a possible typo on the bid form in the agenda packets.

Commissioner Ledford made a motion to table this matter until next month, Commissioner Grindstaff seconded. Unanimously the motion carried.

County Manager Austin gave an update regarding various other projects that are ongoing for the County and also updated the Board of the status regarding the damage inventory from Hurricane Helene that has been officially submitted to FEMA for all facilities.

**County Commissioners Report**

None.

**County Attorney's Report**

County Attorney Laws presented a RESOLUTION AUTHORIZING INCREASE IN MICROPURCHASE THRESHOLD (Attachment J) before the Board regarding procurement amounts while utilizing federal funding, and requirements for annual review.

Commissioner Ledford made a motion to approve, with Commissioner Grindstaff seconding. Unanimously the motion carried.

**Public Comments**

Kathy Wisefeld, Jackie Maas, and Basil Maas all spoke about various topics related to the Yancey County Library.

Nute Nicholson spoke about local contractors and protections related to potential wildfires.

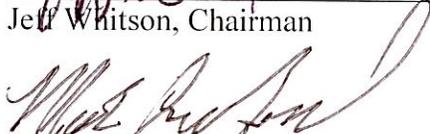
Danny McIntosh spoke about general topics and the passing of Wanda Woodby.

**Adjournment**

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

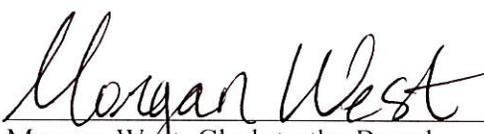
Approved and authenticated this the 10th day of March 2025.

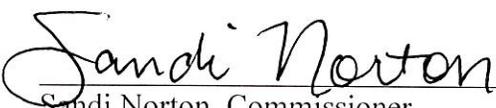
  
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Jeff Whitson, Chairman

  
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Mark Ledford, Vice Chairman

  
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Stacey McEntyre Greene, Commissioner

  
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David Grindstaff, Commissioner

  
\_\_\_\_\_  
Morgan West, Clerk to the Board

  
\_\_\_\_\_  
Sandi Norton, Commissioner





**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**  
**FEBRUARY 10, 2025**  
**6:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
  - a. Approval of January 13, 2025, Regular Meeting Minutes**
  - b. Approval of 2025-2026 Budget Calendar**
  - c. Approval of Tax Release/Adjustments 2025**
  - d. Annual Settlement Report for Unpaid Real and Personal Property Taxes for 2024-2025 - Informational**
  - e. January 2025 Tax Collection Reports – Informational**
- V. Danny McIntosh – Interim Tax Administrator**
  - a. Tax Refund/Releases/Late Applications**
- VI. Pana Columbus – THRIVE Appalachia Youth Program**
- VII. Kristy Bryant – EMS Medicare Rates**
- VIII. Yancey County Financial Audit FY 2024-2025**
- IX. Board Appointment - Northwestern Regional Housing Authority**
- X. Board Appointment – Tourism Development Authority (TDA)**
- XI. County Manager’s Report – Lynn Austin**
  - a. Debris Cleanup**
  - b. Surplus Property Bid – Lot 7 Horseshoe Highlands #1 - RESOLUTION**
- XII. County Commissioners’ Report**
- XIII. County Attorney’s Report – Donny Laws**
  - a. RESOLUTION AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD**
- XIV. Public Comments**
- XV. Adjourn**



# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202418719

01-15-2025  
10:32 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/15/2025	1/15/25 2016 4 DR NISSAN SEDAN IS TAGGED ANNUALLY, TAG#LCC1133, NEVER LISTED AS PP/AW for Interest	202418719	2024	CHANDLER, COLTON	Release	\$-59.80	\$-4.60	\$-1.29	\$-65.69
				Totals:		\$-59.80	\$-4.60	\$-1.29	\$-65.69

BOCC 2-10-25

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202410260

01-16-2025

3:45 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/16/2025	1-16-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202410260	2024	MACDANIEL, ERNEST H L/E	Release	\$-171.16	\$0.00	\$2.05	\$-169.11
Totals:						\$-171.16	\$0.00	\$2.05	\$-169.11

*Boec 2-10-2025*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202411768

01-23-2025  
2:19 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/23/2025	1-23-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202411768	2024	MORROW, BENJAMIN K	Release	\$-264.88	\$0.00	\$-5.29	\$-270.17
Totals:						\$-264.88	\$0.00	\$-5.29	\$-270.17

BOCC 2/10/2025

# Memorandum

**To:** Yancey County Board of Commissioners  
**From:** Danny McIntosh, Tax Administrator  
**Date:** February 03, 2025  
**Re:** 2024-2025 Report of Unpaid Taxes That Are Liens on Real Property

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**As required by G.S. 105-369 (a), I present the Report of Unpaid Taxes That Are Liens on Real Property of Taxes for Fiscal 2024-2025**

<b><u>Billed</u></b>	<b><u>Net Collected</u></b>	<b><u>% Collected</u></b>	<b><u>% Uncollected</u></b>
<b>\$19,302,171.03</b>	<b>\$17,447,411.67</b>	<b>90.40%</b>	<b>9.60%</b>

**Posting Report**

01-01-2025 to 01-31-2025

**I. Tax Collections + Releases**

Year	BURNSVILLE	CANE RIVER	EGYPT	RAMSEYTOWN	GREEN MOUNTAIN	JACKS CREEK	BRUSH CREEK	CRABTREE	SOUTH TOW	PENSACOLA	PRICES CREEK	TOWN OF BURNSVILLE	TOTAL
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.25
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$157.38	\$0.00	\$0.00	\$0.00	\$1,586.14
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139.65	\$0.00	\$0.00	\$0.00	\$1,184.05
2021	\$0.00	\$1.75	\$0.00	\$7.50	\$0.00	\$0.00	\$0.00	\$0.00	\$119.55	\$0.00	\$0.00	\$0.00	\$1,256.62
2022	\$0.00	\$50.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162.62	\$0.00	\$0.00	\$0.00	\$2,482.29
2023	\$0.00	\$51.68	\$53.62	\$69.85	\$0.00	\$108.10	\$0.00	\$64.32	\$494.42	\$18.27	\$0.00	\$0.00	\$11,022.18
2024	\$0.00	\$25,646.93	\$33,446.35	\$15,828.16	\$0.00	\$12,397.53	\$0.00	\$3,908.51	\$24,465.95	\$28,843.86	\$7,680.29	\$0.00	\$1,633,713.99
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.80
<b>TOTAL</b>	\$0.00	\$25,750.60	\$33,499.97	\$15,905.51	\$0.00	\$12,505.63	\$0.00	\$3,972.83	\$25,539.57	\$28,862.13	\$7,680.29	\$0.00	\$1,651,296.32

**II. Releases**

	Current Year	Prior Year	TOTAL
BURNSVILLE	\$0.00	\$0.00	\$0.00
CANE RIVER	\$0.00	\$0.00	\$0.00
EGYPT	\$4.60	\$0.00	\$4.60
RAMSEYTOWN	\$0.00	\$0.00	\$0.00
GREEN MOUNTAIN	\$0.00	\$0.00	\$0.00
JACKS CREEK	\$0.00	\$0.00	\$0.00
BRUSH CREEK	\$0.00	\$0.00	\$0.00
CRABTREE	\$0.00	\$0.00	\$0.00

SOUTH TOW	\$0.00	\$0.00	\$0.00
PENSACOLA	\$0.00	\$0.00	\$0.00
PRICES CREEK	\$0.00	\$0.00	\$0.00
TOWN OF BURNSVILLE	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$2,595.50</b>	<b>\$0.00</b>	<b>\$2,595.50</b>

### III. Net Tax Collections

Year	BURNSVILLE	CANE RIVER	EGYPT	RAMSEYTOWN	GREEN MOUNTAIN	JACKS CREEK	BRUSH CREEK	CRABTREE	SOUTH TOW	PENSACOLA	PRICES CREEK	TOWN OF BURNSVILLE	TOTAL
<b>TOTAL</b>	\$0.00	\$25,750.60	\$33,495.37	\$15,905.51	\$0.00	\$12,505.63	\$0.00	\$3,972.83	\$25,539.57	\$28,862.13	\$7,680.29	\$0.00	\$1,648,700.82

# Transaction Type Report

01-01-2025 to 01-31-2025

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2018	\$4.25	\$0.00	\$0.00	\$0.00	\$0.00	\$4.25	\$0.09	\$0.00	\$0.00	\$4.34
2019	\$1,428.76	\$157.38	\$0.00	\$0.00	\$0.00	\$1,586.14	\$650.88	\$0.00	\$0.00	\$2,237.02
2020	\$1,044.40	\$139.65	\$0.00	\$0.00	\$0.00	\$1,184.05	\$658.48	\$4.25	\$0.00	\$1,846.78
2021	\$1,127.82	\$128.80	\$95.42	\$0.00	\$0.00	\$1,352.04	\$393.07	\$4.25	\$0.00	\$1,749.36
2022	\$2,269.43	\$212.86	\$99.44	\$0.00	\$0.00	\$2,581.73	\$560.02	\$12.75	\$0.00	\$3,154.50
2023	\$10,161.92	\$860.26	\$90.68	\$0.00	\$0.00	\$11,112.86	\$1,292.40	\$106.25	\$0.00	\$12,511.51
2024	\$1,478,905.51	\$152,212.98	\$1,453.70	\$0.00	\$0.00	\$1,632,572.19	\$11,018.37	\$0.00	\$0.00	\$1,643,590.56
2025	\$46.80	\$0.00	\$0.00	\$0.00	\$0.00	\$46.80	\$0.00	\$0.00	\$0.00	\$46.80
<b>TOTAL</b>	\$1,494,988.89	\$153,711.93	\$1,739.24	\$0.00	\$0.00	\$1,650,440.06	\$14,573.31	\$127.50	\$0.00	\$1,665,140.87

# Adjustment / Release Report

01-01-2025 to 01-31-2025

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2024	\$2,594.02	\$0.00	\$0.00	\$0.00	\$2,594.02	\$2,482.47	\$0.00	\$0.00	\$4.60	\$5,081.09	\$5,076.49
<b>TOTAL</b>	\$2,594.02	\$0.00	\$0.00	\$0.00	\$2,594.02	\$2,482.47	\$0.00	\$0.00	\$4.60	\$5,081.09	\$5,076.49

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# Collections Receipts Report

01-01-2025 to 01-31-2025

Total general tax	\$1,494,988.89
Total fire tax	\$153,711.93
Total penalty	\$1,739.24
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
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Total principal	\$1,650,440.06
Total interest	\$14,573.31
Total cost of advertising	\$127.50
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$1,792.26
Total Prepaid Applied	\$0.00
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Total misc	\$16,493.07
Grand total receipts	\$1,666,933.13

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# District Payment Report

01-01-2025 to 01-31-2025

Year	District Code	District Name	Amount
2019	008	CRABTREE FIRE DISTRICT	\$157.38
2020	008	CRABTREE FIRE DISTRICT	\$139.65
2021	001	BURNSVILLE FIRE DISTRICT	\$1.75
2021	003	EGYPT FIRE DISTRICT	\$7.50
2021	008	CRABTREE FIRE DISTRICT	\$119.55
2022	001	BURNSVILLE FIRE DISTRICT	\$50.24
2022	008	CRABTREE FIRE DISTRICT	\$162.62
2023	001	BURNSVILLE FIRE DISTRICT	\$51.68
2023	002	CANE RIVER FIRE DISTRICT	\$53.62
2023	003	EGYPT FIRE DISTRICT	\$68.45
2023	004	RAMSEYTOWN FIRE DISTRICT	\$1.40
2023	005	GREEN MOUNTAIN FIRE DISTRICT	\$17.50
2023	006	JACKS CREEK FIRE DISTRICT	\$90.60
2023	007	BRUSH CREEK FIRE DISTRICT	\$64.32
2023	008	CRABTREE FIRE DISTRICT	\$494.42
2023	009	SOUTH TOE FIRE DISTRICT	\$18.27
2024	001	BURNSVILLE FIRE DISTRICT	\$25,646.93
2024	002	CANE RIVER FIRE DISTRICT	\$8,464.14
2024	003	EGYPT FIRE DISTRICT	\$10,843.71
2024	004	RAMSEYTOWN FIRE DISTRICT	\$4,984.45
2024	005	GREEN MOUNTAIN FIRE DISTRICT	\$3,021.49
2024	006	JACKS CREEK FIRE DISTRICT	\$9,376.04
2024	007	BRUSH CREEK FIRE DISTRICT	\$3,908.51
2024	008	CRABTREE FIRE DISTRICT	\$24,465.95
2024	009	SOUTH TOE FIRE DISTRICT	\$28,843.86
2024	010	PENSACOLA FIRE DISTRICT	\$7,680.29
2024	011	PRICES CREEK FIRE DISTRICT	\$24,977.61
<b>TOTAL</b>			\$153,711.93

# Detailed District Payment Report

01-01-2025 to 01-31-2025

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

# Outstanding Balances Report

As of 01-31-2025

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2014	\$15,442.43	\$6,935.41	\$766.97	\$7,378.78	\$52.00	\$309.27	\$0.00	\$0.00
2015	\$14,022.47	\$6,751.23	\$733.57	\$6,352.63	\$56.00	\$129.04	\$0.00	\$0.00
2016	\$19,244.14	\$10,070.29	\$760.18	\$8,129.94	\$76.00	\$203.73	\$4.00	\$0.00
2017	\$17,531.17	\$9,257.30	\$923.49	\$6,853.42	\$88.00	\$408.96	\$0.00	\$0.00
2018	\$17,401.07	\$9,697.42	\$991.86	\$6,101.73	\$95.97	\$514.09	\$0.00	\$0.00
2019	\$24,265.05	\$15,104.32	\$1,237.12	\$7,324.20	\$120.00	\$479.41	\$0.00	\$0.00
2020	\$32,635.98	\$21,434.89	\$2,171.73	\$8,642.20	\$144.50	\$242.66	\$0.00	\$0.00
2021	\$49,290.44	\$34,433.48	\$3,154.90	\$10,730.67	\$331.50	\$639.89	\$0.00	\$0.00
2022	\$83,288.90	\$63,328.63	\$5,629.06	\$13,133.12	\$586.50	\$611.59	\$0.00	\$0.00
2023	\$176,324.58	\$143,952.44	\$12,677.26	\$16,615.92	\$1,345.25	\$1,733.71	\$0.00	\$0.00
2024	\$2,098,281.33	\$1,871,720.61	\$184,091.54	\$40,390.85	\$0.00	\$2,078.33	\$0.00	\$0.00
<b>Total</b>	<b>\$2,547,727.56</b>	<b>\$2,192,686.02</b>	<b>\$213,137.68</b>	<b>\$131,653.46</b>	<b>\$2,895.72</b>	<b>\$7,350.68</b>	<b>\$4.00</b>	<b>\$0.00</b>

# Yancey County Tax Office

County/District Collection Percentage Report

As of: 01-31-2025

Run Date: 02-05-2025

## 2024 County

Net Levy \$	Collections \$	Collections %
19,302,171.03	17,430,664.96	90.31

## Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	405,568.27	374,953.85	92.46
002 - CANE RIVER FIRE DISTRICT	127,836.44	115,652.68	90.47
003 - EGYPT FIRE DISTRICT	134,421.77	121,549.40	90.43
004 - RAMSEYTOWN FIRE DISTRICT	47,458.94	41,552.06	87.56
005 - GREEN MOUNTAIN FIRE DISTRICT	54,095.82	46,338.33	85.66
006 - JACKS CREEK FIRE DISTRICT	131,708.64	119,044.02	90.39
007 - BRUSH CREEK FIRE DISTRICT	63,944.23	57,081.88	89.27
008 - CRABTREE FIRE DISTRICT	317,096.57	284,743.45	89.80
009 - SOUTH TOE FIRE DISTRICT	341,553.31	314,315.19	92.03
010 - PENSACOLA FIRE DISTRICT	167,723.07	152,359.48	90.84
011 - PRICES CREEK FIRE DISTRICT	240,867.81	220,592.99	91.59

## District Totals

Net Levy \$	Collections \$	Collections %
2,032,274.87	1,848,183.33	90.94

## Personal Property:

**Billed**  
1,141,163.15

**UnCollected**  
42,636.41

**Collected**  
1,098,526.74

**Percent Collected**  
96.264

**Percent Not Collected**  
3.736

**YANCEY COUNTY TAX ADMINISTRATION**

End of Month Breakout

Outstanding Balances through 01/31/2025

Description	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	Total
Balances											
Balances											
County Vehicle Tax						\$5,587.66	\$14,218.15	\$15,067.72	\$4,714.36		\$39,587.89
TOWN OF BURNSVILLE Vehicle Tax							\$499.48	\$502.73	\$36.00		\$1,038.21
BURNSVILLE FIRE DISTRICT Vehicle Tax						\$281.59	\$245.85	\$523.35	\$55.92		\$1,106.71
CANE RIVER FIRE DISTRICT Vehicle Tax							\$137.60	\$166.03	\$8.37		\$312.00
EGYPT FIRE DISTIRCT Vehicle Tax							\$68.96	\$47.14	\$0.40		\$116.50
RAMSEYTOWN FIRE DISTRICT Vehicle Tax							\$6.41	\$0.82	\$3.94		\$11.17
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax							\$151.60	\$109.07	\$1.18		\$261.85
JACKS CREEK FIRE DISTRICT Vehicle Tax						\$205.81	\$24.84	\$40.51	\$31.95		\$303.11
BRUSH CREEK FIRE DISTRICT Vehicle Tax							\$41.24	\$57.91			\$99.15
CRABTREE FIRE DISTRICT Vehicle Tax						\$72.92	\$307.68	\$193.67	\$35.82		\$610.09
SOUTH TOE FIRE DISTRICT Vehicle Tax						\$18.14	\$221.98	\$115.29	\$15.00		\$370.41

PENSACOLA FIRE DISTRICT Vehicle Tax		\$136.96	\$141.90	\$77.70	\$356.56
PRICES CREEK FIRE DISTRICT Vehicle Tax	\$4.86	\$28.70	\$52.92	\$160.16	\$246.64
County Vehicle Interest	\$2,208.74	\$5,879.66	\$7,570.23	\$3,132.65	\$18,791.28
TOWN OF BURNSVILLE Vehicle Interest		\$198.87	\$239.52	\$24.21	\$462.60
BURNSVILLE FIRE DISTRICT Vehicle Interes	\$111.63	\$105.12	\$275.11	\$34.82	\$526.68
CANE RIVER FIRE DISTRICT Vehicle Interes		\$54.04	\$75.43	\$3.52	\$132.99
EGYPT FIRE DISTIRCT Vehicle Interest		\$27.42	\$23.52	\$0.01	\$50.95
RAMSEYTOWN FIRE DISTRICT Vehicle Interes		\$2.08	\$0.02	\$1.76	\$3.86
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int		\$60.70	\$52.30	\$0.84	\$113.84
JACKS CREEK FIRE DISTRICT Vehicle Intere	\$80.63	\$10.92	\$22.76	\$21.45	\$135.76
BRUSH CREEK FIRE DISTRICT Vehicle Intere		\$17.34	\$27.99		\$45.33
CRABTREE FIRE DISTRICT Vehicle Interest	\$28.96	\$125.28	\$95.57	\$22.59	\$272.40
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$7.37	\$91.90	\$55.71	\$8.62	\$163.60
PENSACOLA FIRE DISTRICT Vehicle Interest		\$55.87	\$73.80	\$50.45	\$180.12
PRICES CREEK FIRE DISTRICT Vehicle Inter	\$2.10	\$14.29	\$29.26	\$107.38	\$153.03
DMV Vehicle Interest	\$185.10	\$60.73	\$184.60	\$154.30	\$584.73

Totals

\$8,795.51

\$22,793.67

\$25,744.88

\$8,703.40

\$66,037.46

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02/05/2025



**YANCEY COUNTY TAX OFFICE**

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

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

Email: [danny.mcintosh@yanceycountync.gov](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners February 10 2025

Refund request:

ALBERT SYMANZICK

822 RIVERVIEW RD

BURNSVILLE NC 28714

PIN: 071800807757000 1.9 ACRES Property owner found that the home listed on the property has been billed as 3,024 square feet and hereby requests that the Board of County Commissioners correct the record to 1,049 square feet and to approve the correspondent refund of the created excess tax billed and paid as follows:

2024 tax collected \$ 766.20

2023 tax collected \$ 145.66

2022 tax collected \$ 145.66

2021 tax collected \$ 145.66

2020 tax collected \$ 145.66

Total excess tax collected from the property: 1,348.84

BOCC action: \_\_\_ approved \_\_\_ denied \_\_\_ continued

Please mail the check to the property owner.



# Rate Survey

## Yancey County EMS



2540 Empire Drive, Suite 100  
Winston-Salem, NC 27103



[info@emsmc.com](mailto:info@emsmc.com)



[emsmc.com](http://emsmc.com)



Good Morning,

I trust you are well. In our ongoing partnership, we are dedicated to ensuring that Yancey County remains both sustainable and capable of delivering the high standard of care your community expects.

With the current economic landscape, we are aware that many service providers are grappling with the question of whether to adjust their ambulance rates. These adjustments include the [2025 Ambulance Inflation Factor](#) that are based on the Medicare Allowable rates and well as reviewing neighboring agencies. While we understand this decision is not taken lightly, we recommend an annual review of rates and have provided this information below.

#### Understanding the Ambulance Inflation Factor:

The ambulance inflation factor is an annual measure reflecting the increased costs associated with providing ambulance services, influenced by variables such as fuel prices, medical equipment costs, personnel expenses, and regulatory changes. Adjusting rates to align with this factor can ensure that your service does not suffer from diminished resources as operational costs climb. The 2025 Ambulance Inflation Factor is 2.4%.

#### Understanding the Medicare Fee Schedule:

The Medicare Part B Ambulance Fee Schedule (AFS) is a national fee schedule for ambulance services. Each year, an update is applied to the payment limits for ambulance transports that is equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the 12-month period ending with June of the previous year.

The fee schedule applies to all ambulance services provided by:

- Volunteer, municipal, private, and independent ambulance suppliers.
- Institutional providers, including hospitals and skilled nursing facilities.
- Critical access hospitals, except when they're the only ambulance service within 35 miles.

#### Our Analysis Approach

To support your decision-making, we've conducted a comprehensive analysis of your rates against these factors. This strategic approach factors in state and regional benchmarks and aligns with the Medicare Allowable Fee Schedule, offering insights into sustainable pricing that nurtures community trust.

#### A Partnership Driven by Data and Discretion

EMS|MC remains dedicated to a data-informed approach that respects your goals and patient care priorities. We understand the sensitivity of pricing changes and have approached this analysis with the necessary diligence and discretion. We are here to navigate these complex considerations alongside you and look forward to that opportunity.

Thank you for your continued trust in our partnership,

Emily Hughes, Customer Success Executive  
EMS|MC  
Emily.hughes@emsmc.com



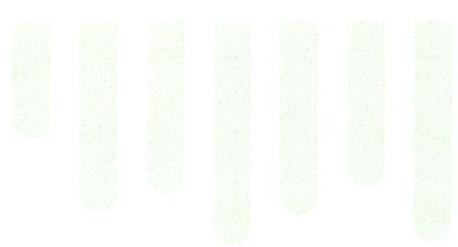
2540 Empire Drive, Suite 100  
Winston-Salem, NC 27103



info@emsmc.com



emsmc.com



## Yancey County EMS 2025 Medicare Rate Analysis and Recommendations

Level Of Service	2025 Medicare Allowable (Rural)	Current Charge	Recommended (150% MFS)	Recommended (200% MFS)	2025 Approved Charge
ALS NE A0426	\$326.95	\$478.94	\$490.43	\$653.90	\$0.00
ALS E A0427	\$517.68	\$758.33	\$776.52	\$1,035.36	\$0.00
BLS NE A0428	\$272.47	\$399.12	\$408.71	\$544.94	\$0.00
BLS E A0429	\$435.95	\$638.58	\$653.93	\$871.90	\$0.00
ALS 2 A0433	\$749.27	\$1,097.57	\$1,123.91	\$1,498.54	\$0.00
Specialty Care Transports A0434	\$885.51	\$1,297.13	\$0.00	\$1,771.02	\$0.00
Rural Mileage 18+ A0425	\$9.24	\$14.50	\$13.86	\$18.48	\$0.00
Rural Mileage A0425 1-17	\$13.86	\$14.50	\$20.79	\$27.72	\$0.00



Dear Commissioners,

I am writing to present the suggested ambulance rate adjustments for 2025, as recommended by our billing company, EMS MC. The Ambulance Inflation Factor for 2025 has been set at 2.4%, with the Medicare Part B Ambulance Fee Schedule reflecting this increase based on the Consumer Price Index.

Last year, we adopted the recommended 150% increase rather than the 200% increase, and I propose that we continue this pattern for 2025. Implementing the 150% increase would result in the following adjustments to our ambulance rates:

- **Advanced Life Support (ALS) Non-Emergency Transport:** Increase of \$11.94 to a total of **\$490.43**
- **Advanced Life Support (ALS) Emergency Transport:** Increase of \$18.19 to a total of **\$776.52**
- **Basic Life Support (BLS) Non-Emergency Transport:** Increase of \$9.59 to a total of **\$408.71**
- **Basic Life Support (BLS) Emergency Transport:** Increase of \$15.35 to a total of **\$653.93**
- **Advanced Life Support Level 2:** Increase of \$26.34 to a total of **\$1,123.91**. This would be considered the largest increase due to the amount of interventions performed in this level 911 call.
- **Specialty Care Transport:** No increase, remaining at **\$1,297.13**
- **Rural Mileage (first 17 miles):** Increase of \$6.29 to a total of **\$20.79**
- **Mileage over 18 miles:** Remains at the current rate of **\$14.50 per mile**

Additionally, EMS MC has recommended the implementation of standby charges for large-scale, out-of-town events where participants pay an entry fee, such as the Black Mountain Traverse and the Assault on Mt. Mitchell. These standby charges would not apply to local community events such as the craft fair. The proposed standby rates are as follows:

- **\$200 per hour** for a **staffed Paramedic Ambulance**
- **\$100 per hour** for a **staffed Paramedic QRV (Quick Response Vehicle)**

These adjustments help ensure that our EMS services remain financially sustainable while continuing to provide high-quality emergency medical care. I appreciate your time in reviewing these recommendations and welcome any questions or further discussion on this matter.

Thank you for your attention and consideration.

Sincerely,  
Kristy Bryant



**GOULD KILLIAN  
CPA GROUP, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

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**YANCEY COUNTY**  
2024 Annual Financial Report

# Audit Summary

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- We issued an unmodified opinion on the June 30, 2024 financial statements
- We issued an unmodified opinion on compliance with federal and state grant awards
- We reported no material weaknesses in internal control over financial reporting
- We reported one material weakness in internal control over compliance
- Special thanks to Lynn, Brandi and all the staff in the finance office for their help in completing the audit



# Financial Performance Indicators of Concern

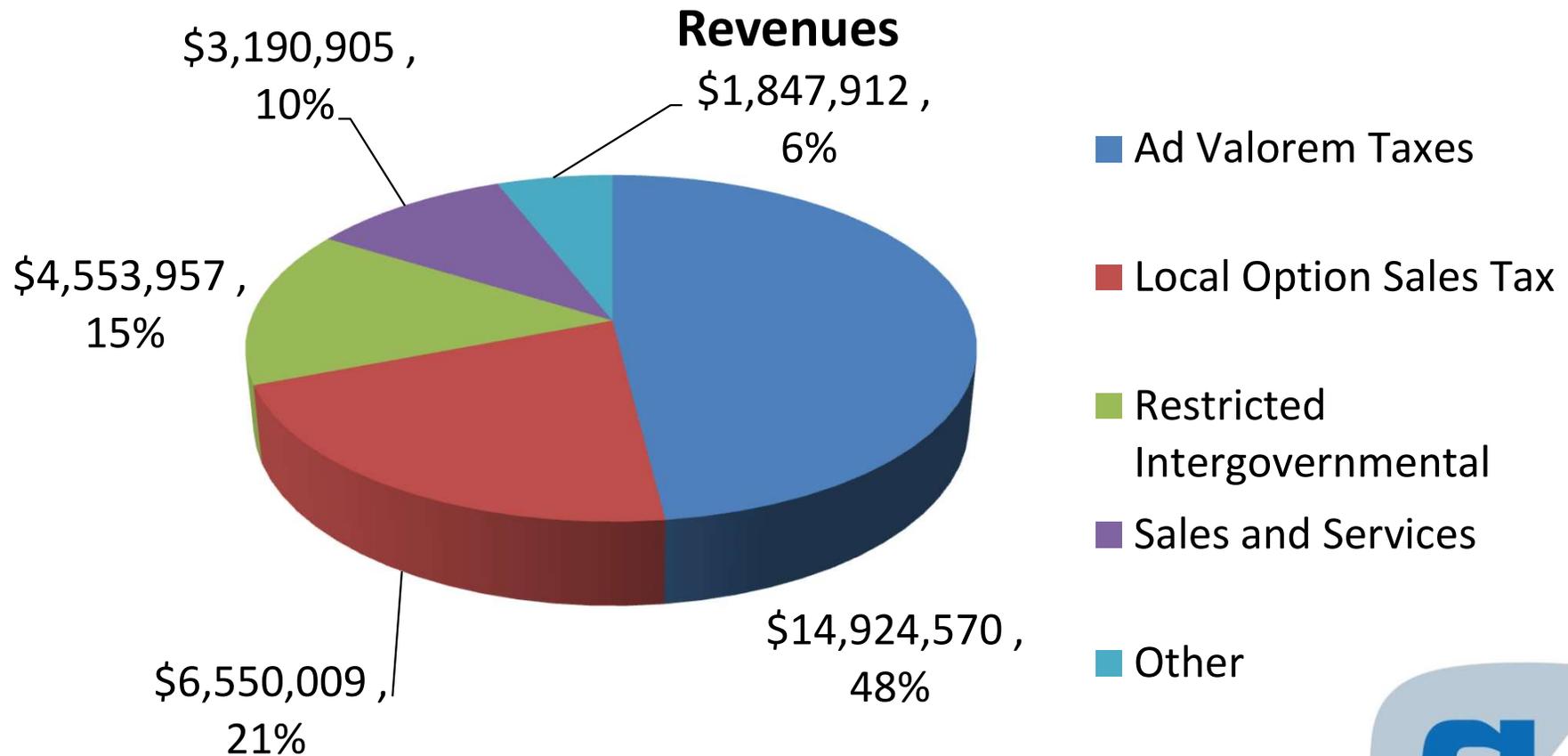
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- Expenditures in Excess of Appropriations
  - General Fund, Tax Revaluation Fund, Sheriff's Asset Forfeiture Fund, Capital Projects Fund, Community Projects Fund, East Yancey Water and Sewer District
- Deficit Fund Balance
  - Schools Capital Project Fund, Community Projects Fund, and the Tax Revaluation Fund
- Available Fund Balance in General Fund



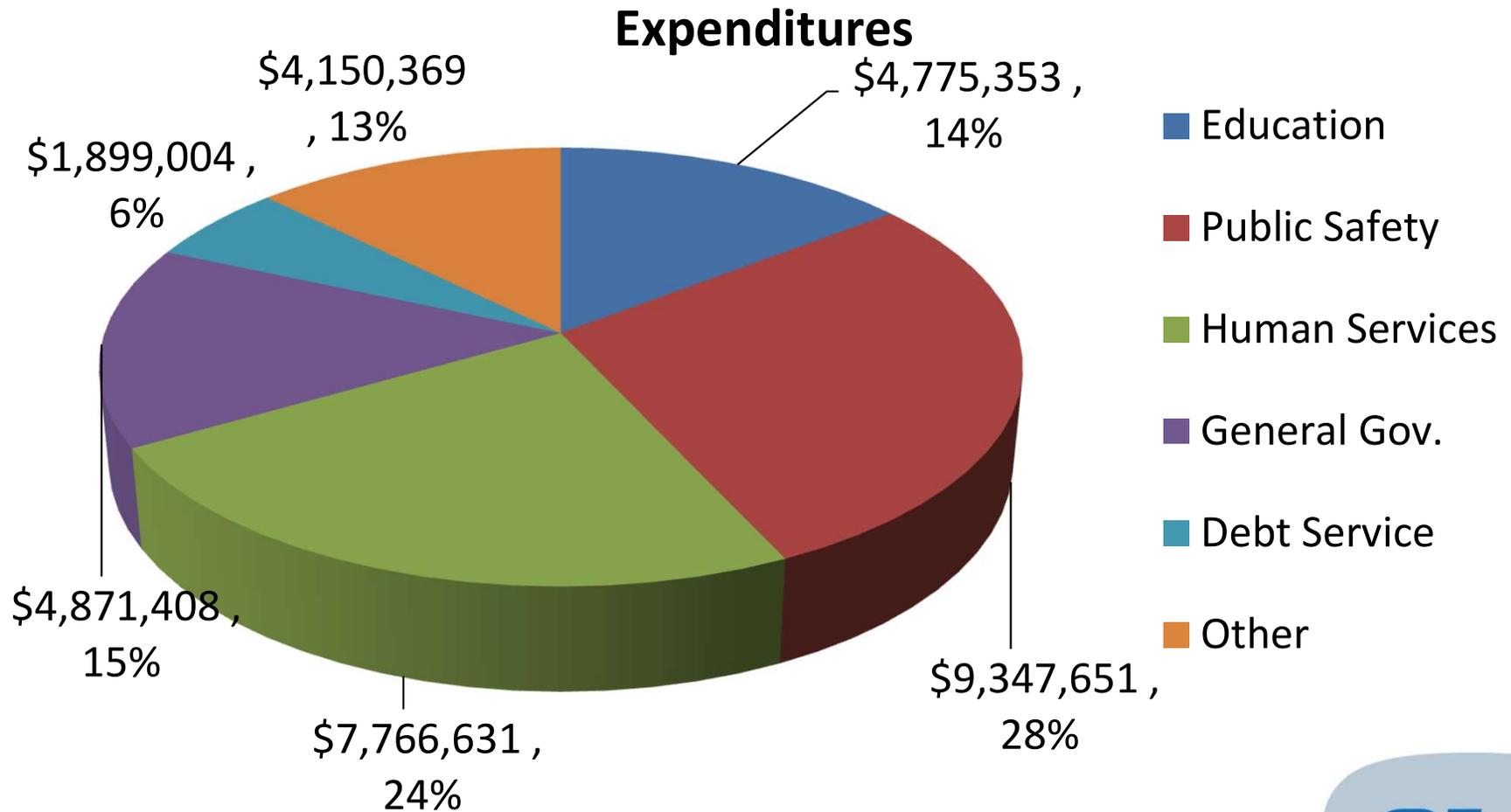
# General Fund Summary

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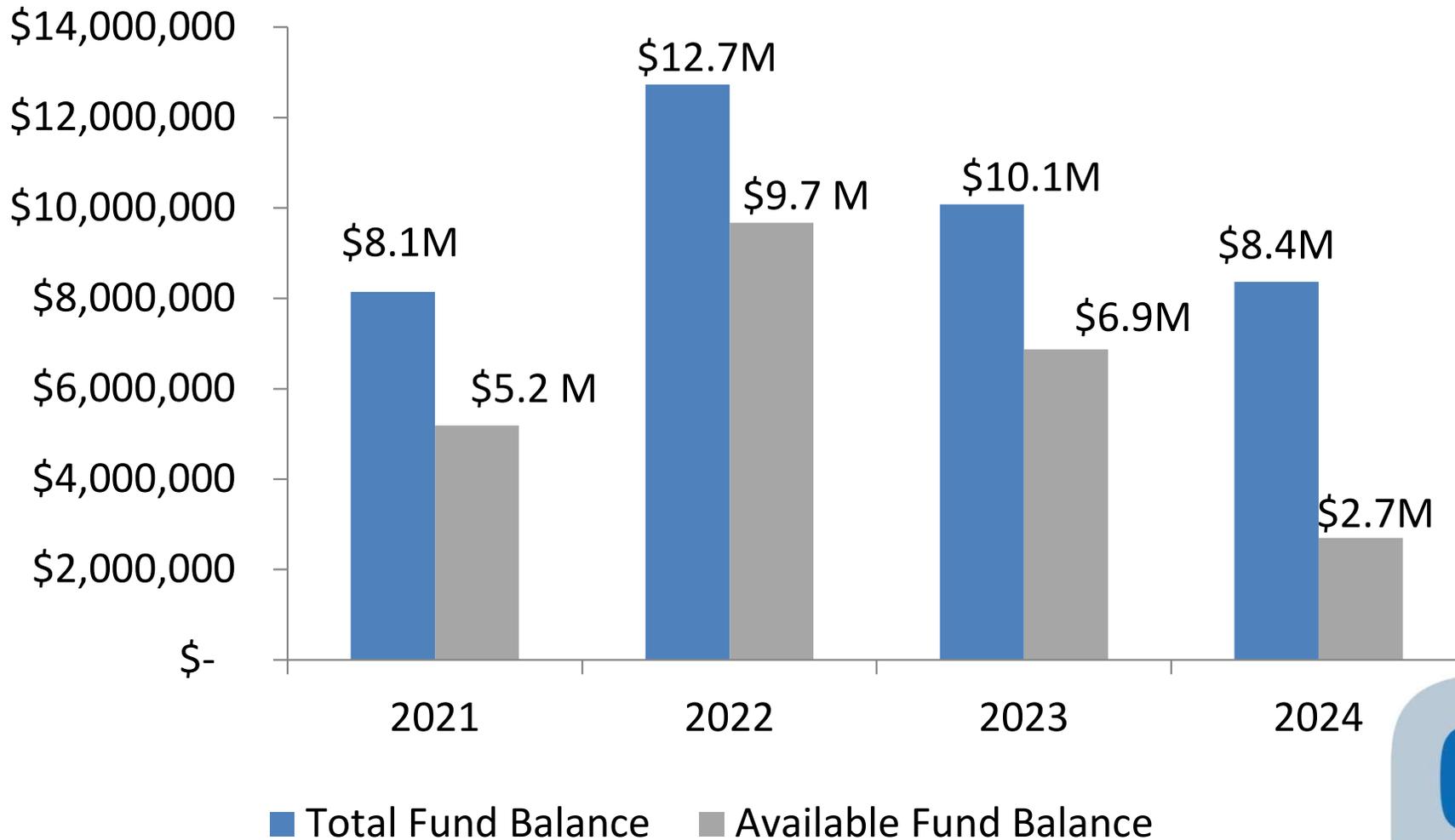
# General Fund Summary

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# General Fund Summary

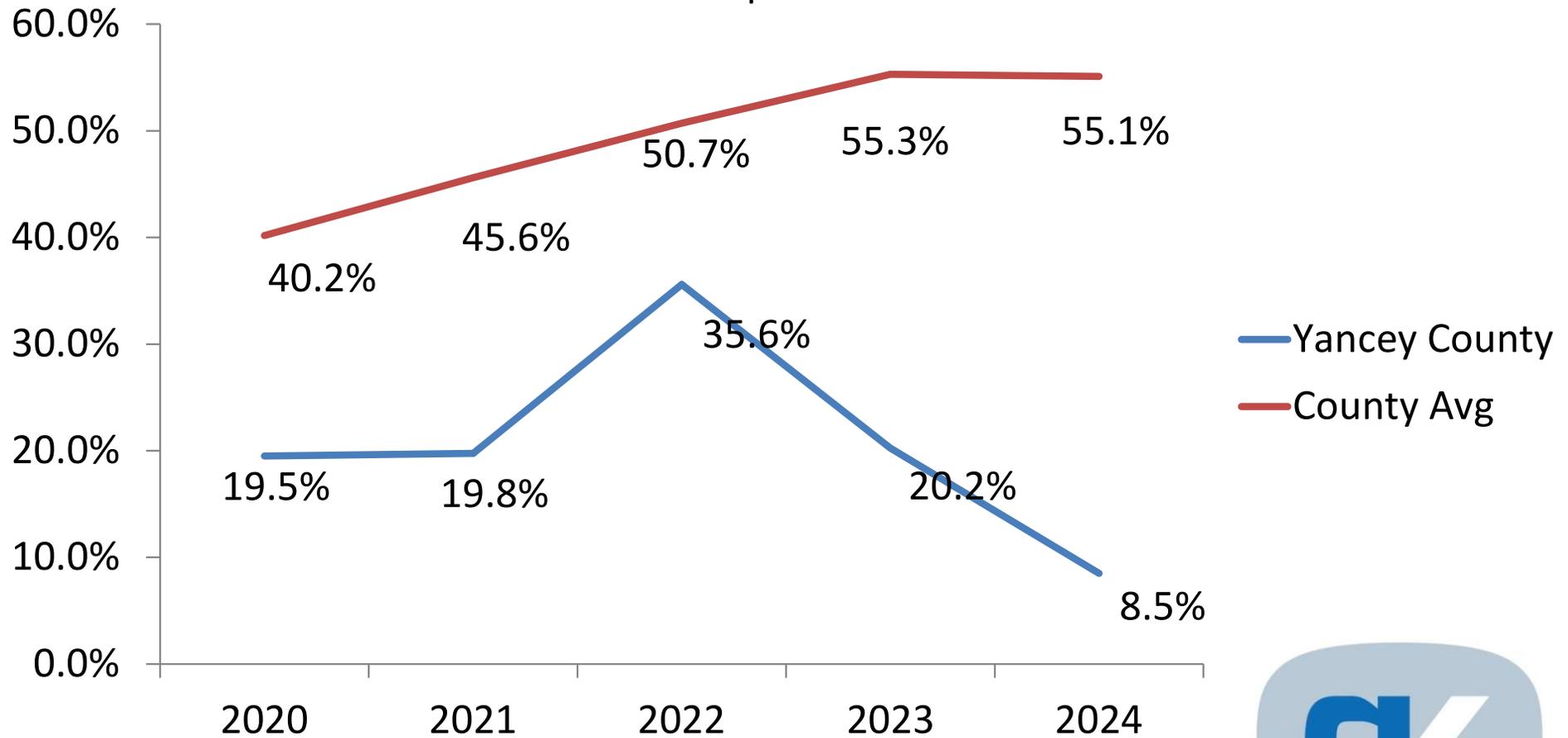
## Fund Balance Available



# General Fund Summary

## Fund Balance Available

As a % of Net Expenditures



# Property Tax Collection

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	2022	2023	2024
Property tax rate	\$0.60/\$100	\$0.60/\$100	\$0.60/\$100
Current year \$ collected (incl. MV)	\$ 14,143,400	\$ 14,516,187	\$ 14,779,437
Current year % collected (incl. MV)	98.44%	98.62%	98.47%





**GOULD KILLIAN  
CPA GROUP, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

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**YANCEY COUNTY**  
2024 Annual Financial Report



Josh Stein, Governor

**NC Department of Public Safety**  
PURCHASING & LOGISTICS

Eddie M. Buffaloe Jr., Secretary  
Tymica Dunn, Director

**AMENDMENT NUMBER 1**  
**State of North Carolina Department of Public Safety**  
**NC Emergency Management**  
**AND**  
**Southern Disaster Recovery**  
**IFB No. 19-IFB-015120-DAD**

This Amendment # 1 ("Amendment") is entered by and between the North Carolina Department of Public Safety ("Agency") and Southern Disaster Recovery ("Contractor"), collectively known as "the Parties."

Whereas, the Parties agree that they entered into Contract 19-IFB-015120-DAD on September 24, 2020 (contract ending July 31, 2025 per extension) to implement/deliver debris hauling services with a cost not to exceed \$4,500,000.00;

Whereas, due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price-only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts.

The Parties hereby agree to amend the Contract as follows:

1. To add \$50,000,000.00 for additional debris hauling services as per Item 2, (Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of Way) and hauled to DMS/TDSRS or other disposal sites, for an increased cost of \$24.90.
2. The cost of this Amendment # 1 is not to exceed \$50,000,000.00. The Total Contract Cost upon execution of Amendment #1 is \$54,500,000.00, for a new cumulative contract value of \$54,500,000.00.
3. Updates have also been made to State and Federal Terms and Conditions so that they align with current state and federal laws.



ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)	\$ 17.50	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)	\$ 21.75	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)	\$ 17.75 \$ 163.00	/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$ 12.25 \$ 143.00	/CY /TON
5	Management of DMS/TDSRS (NOTE 4)	\$ 2.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 5.00	/CY
7	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TDSRS	7a \$ 6.00 7b \$ 1.75	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 2.75	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	\$ 3.90	/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area	\$ 1.00	/LB
11	Pick Up and Disposal of Hazardous Material	\$4.00	/LB
12	Freon Management and Recycling	\$ 31.00	/UNIT
13	Biowaste transportation and disposal	\$ 8.50	/LB
<b>Extraction of hazardous stumps resulting from trees growing on the right of way &amp; Hauling to Final Disposal Site (NOTE 5)</b>			
14	24-inch diameter to 47.99-inch diameter measured 24" above ground	\$ 375.00	/STUMP
15	48-inch diameter and greater	\$ 625.00	/STUMP
<b>Removal of Boulders</b>			
16	Removal of hazardous boulders from 18" – 35.99" in diameter	\$ 65.00	EACH
17	Removal of hazardous boulders more than 36" in diameter	\$ 105.00	EACH
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9</b>			
18	Removal of hazardous hanging limbs 2 inches or more at point of break	\$ 102.00	/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)	\$ 95.00	EACH

20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)	\$225.00	EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)	\$350.00	EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)	\$525.00	EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)	\$650.00	EACH
<b>Marine Debris Removal</b>			
24	Canal, waterway and ditch clearing	\$ 30.25	/LF
25	Bays and other open waters	\$ 245.00	/ACRE
26	Marine vessel and other land vehicle removal	\$ 45.00	/LF
<b>The following items shall be billed on a time and material basis.</b>			
27	Emergency Road Clearance	See Attachment II	

**NOTES:**

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add \$5.00 per cubic yard.
2. This price assumes final disposal is within 150 miles. For distances, over 150 miles but less than 300 miles add \$8.00 per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
6. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted amounts will be charged using item 1-4 rates as appropriate.
7. Invoices to be based on incoming and/or outgoing load tickets.
8. Measured at 4.5 feet above ground.
9. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
10. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

ITEM DESCRIPTION (or equivalent)	Proposed Hourly Rate	
JD 544 Wheel Loader with debris grapple	\$145.00	
JD 644 Wheel Loader with debris grapple	\$165.00	
Extendaboomb Forklift with debris grapple	\$125.00	
753 Bobcat Skid Steer Loader with debris grapple	\$115.00	
753 Bobcat Skid Steer Loader with bucket	\$115.00	
753 Bobcat Skid Steer Loader with street sweeper	\$115.00	
30-50 H Farm Tractor with box blade or rake	\$45.00	
2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$145.00	
3 - 4 cu. yd. Articulated Loader with bucket	\$165.00	
JD 648E Log Skidder	\$210.00	
CAT D4 Dozer	\$97.00	
CAT D5 Dozer	\$124.00	
CAT D6 Dozer	\$142.00	
CAT D7 Dozer	\$175.00	
CAT D8 Dozer	\$195.00	
CAT 125 - 140 HP Motor Grader	\$135.00	
JD 690 Trackhoe with debris grapple	\$165.00	
JD 690 Trackhoe with bucket and thumb	\$162.00	
Rubber Tired Trackhoe with debris grapple	\$165.00	
Rubber Tired Excavator with debris grapple	\$162.00	
JD 310 Rubber Tired Backhoe with bucket and hoe	\$82.00	
210 Prentiss Knuckleboom with debris grapple	\$185.00	
CAT 623 Self-Loader Scraper	\$135.00	
Hand-Fed Debris Chipper	\$55.00	
300 - 400 HP Tub Grinder	\$230.00	
500 - 1000 HP Tub Grinder	\$290.00	
30 Ton Crane	\$115.00	
50 Ton Crane	\$150.00	
100 Ton Crane	\$225.00	
40 - 60' Bucket Truck	\$195.00	
Greater than 60' Bucket Truck	\$220.00	
Fuel/Service Truck	\$72.00	
Water Truck	\$67.00	
Portable Light Plant	\$42.00	
Equipment Transports	\$115.00	
Lowboy Trailer with Tractor	\$151.00	
Flatbed Truck	\$56.00	
1/2 ton Pickup Truck	\$36.00	
3/4 ton Pickup Truck	\$42.00	
1-ton Pickup Truck	\$45.00	
Off road truck	\$165.00	

Self-Loading Dump Truck with debris grapple	95	
Single Axel Dump Truck, 5 – 12 cu. yd.	\$125.00	
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$175.00	
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$205.00	
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$245.00	
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$275.00	
Power Screen	\$310.00	
Stacking Conveyor	\$55.00	
Chainsaw (without operator)	\$2.00	
Air Curtain Incinerator, self-contained	\$24.00	
Temporary Office Trailer	\$6.00	
Mobile Command and Communications Trailer	\$12.00	
Generators from 10KW to 30KW	\$18.00	
<b>PERSONNEL DESCRIPTION</b>	<b>Hourly</b>	
	<b>Rate</b>	
Operations Manager	\$67.00	
Superintendent	\$51.00	
Foreman	\$45.00	
Safety Officer/Quality Control Inspector	\$54.00	
Laborer & Traffic Control Flag person	\$35.00	
Documentation Clerk	\$50.00	
Time Keeper	\$30.00	
HAZMAT Operator	\$23.00	
HAZMAT Technician	\$115.00	
Household HAZMAT Inspection and Removal Crew	\$315.00	
Skilled Sawman	\$42.00	
Crew Foreman with cell phone	\$45.00	
Tree Climber	\$22.00	
<b>MATERIAL DESCRIPTION</b>	<b>YARD</b>	
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	\$ 12.00	

## **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

### **1. PERFORMANCE**

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) In Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

### **2. DEFAULT AND TERMINATION**: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alternations. The State reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the Contract.

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor

responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.

- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. **INTERPRETATION, CONFLICT OF TERMS:**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract

(P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.

- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
  - e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
  - f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.
4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
7. **SITUS AND GOVERNING LAW:**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

***Wholly State Funded Contracts.***

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

***Contracts Partially or Wholly Federally Funded.***

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- d) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- e) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

- j) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
  - k) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - l) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.
9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor. The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.
- a) Vendor warrants to the best of its knowledge that:
    - i. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
    - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
  - b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.
  - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
    - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
    - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
  - d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's

material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. **ACCESS TO PERSONS AND RECORDS:**

- a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
  - 1. The State Auditor.
  - 2. The internal auditors of the affected department, agency or institution.
  - 3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
  - c) The Joint Legislative Commission on Governmental Operations has the authority to:
    - 1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
    - 2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
    - 3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
    - 4. Receive reports as required by law or as requested by the Commission.
    - 5. Access and review
      - a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
      - b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
  - d) The Joint Legislative Commission on Governmental Operations has the power to:

1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

**14. ASSIGNMENT OR DELEGATION OF DUTIES:**

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors: (1) Potential for damage to State property or property of a third party, (2) Potential for bodily injury to State employees or third parties, (3) Whether Vendor will transport State property, clients, or employees, (4) Use of a vehicle to accomplish the work or to travel to or from State locations, (5) Anticipated physical contacts of the Vendor with the State, (6) Anticipated number and activity of Vendor personnel within the State, and (7) Any other unique considerations that could result in harm, bodily injury, or property damage. The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

- a) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.
- b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:
- i. For Small Purchases as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
  - ii. For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:
    1. Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
    2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
    3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage.

iii. For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:

1. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
3. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

16. **GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.
- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. **ELECTRONIC PROCUREMENT:** (G.S. 143-48.3)

**GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:**

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
  - b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
  - c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.
18. **SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified there in.
19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

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The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the

State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, see, G.S. 75-60 et seq. Notice is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143- 59.4.
22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
26. **FORCE MAJURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion,

riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
28. **FEDERAL FUNDS PROVISIONS:** *Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.* Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination. Any links to websites not maintained by the State are provided as a courtesy. **Some of these same provisions are contained later in the document under Attachment H: FEMA Rules and Regulations.** The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.
- a) **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
  - b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
  - c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
  - d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with the Contract Work Hours and Safety Standards Act.
    - i. **Overtime requirements.** No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
  - iii. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
  - iv. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).
- e) **Clean Air Act and The Federal Water Pollution Control Act.**
- i. Clean Air Act
    1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
  - ii. Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**f) Debarment and Suspension.**

- i. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

- i. To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that

takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- ii. Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

**h) Procurement of Recovered Materials.**

- i. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: • Competitively within a timeframe providing for compliance with the Contract performance schedule; • Meeting Contract performance requirements; or • At a reasonable price.
- ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- iii. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**i) Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:

- i. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled **"AMENDMENTS,"** except as approval and signature by any federal official may also be required.
  - k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
  - l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
  - m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
  - n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
  - o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
  - p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled **"ADVERTISING,"** the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
  - q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.
29. **PREA:** NCDPS is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor, or party. Staff, volunteers, vendors, contractors, or parties are strictly prohibited from engaging in personal dealings or and conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff member will contradict the standards of the Federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under State law, consent of the inmate or

juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards. As a valued partner with NCDPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to [prea@ncdps.gov](mailto:prea@ncdps.gov), or the DPS Communications office at (800) 368-1985. Also, it may violate State law to sell or give an inmate or juvenile and alcoholic beverages, barbiturates or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate State law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy. By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

## **ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS**

To the extent applicable, the following are the requirements that Vendor must agree to in order to be awarded any contract under this solicitation. If Vendor is unwilling to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside the first Term of the Contract. By executing this RFP, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Remedies.** Remedies for performance and default are governed under Sections 1 and 2 and related sections of the N.C. General Terms & Conditions included in this solicitation and Section 4 of the FEMA Rules and Regulations below.
4. **Termination for Cause.** In addition to Section 2 of the N.C. General Terms & Conditions included in this solicitation, if through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligation under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of The Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall affect termination according to the following procedure:
  - a) **Notice to Cure.** NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
  - b) **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
  - c) In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.
5. **Termination for Convenience.** Termination of the Contract for convenience shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.
6. **Equal Employment Opportunity.** During the performance of this Contract, the contractor agrees as follows:
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but are not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that is shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. *Provided*,

that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it shall assist the cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that is shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that is shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cause to the Department of Justice for appropriate legal proceedings.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).
- c) *Withholding for unpaid wages and liquidated damages.*
  - a. *Withholding Process.* NCEM may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Vendor under this contract, any

other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - ii. A contracting agency for its procurement costs;
  - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - iv. A contractor's assignee(s);
  - v. A contractor's successor(s); or
  - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- d) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate
- e) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
  - b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - d. Informing any other person about their rights under CWHSSA or this part."

**Further Compliance with the Contract Work Hours and Safety Standards Act.**

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and

the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

**8. Clean Air Act and The Federal Water Pollution Control Act.**

Clean Air Act

- a) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. Debarment and Suspension.**

- a) This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The Vendor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) The certification is a material representation of the fact relied upon by NCEM. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (as amended).**

Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Vendors must sign and submit to NCEM the certification regarding lobbying.

**11. Procurement of Recovered Materials.**

- a) In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be

- acquired: competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price
- b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website  
<http://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.
  - c) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

- a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) *Prohibitions.*
  - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) *Exceptions.*
  - 1) This clause does not prohibit contractors from providing—
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - 2) By necessary implication and regulation, the prohibitions also do not apply to;
    - i. Covered telecommunications equipment or services that:
      - a. Are not used as a substantial or essential component of any system; and
      - b. Are not used as critical technology of any system
    - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) *Reporting Requirement.*

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services
- e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Build American, Buy American Act (BABAA).** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA. Note that even if the project does not involve construction and only requires project scoping, this requirement must be kept in mind for those programs that are required to be compliant with BABAA including but not limited to BRIC and FMA projects.

15. **Access to Records.** In addition to Section 13 of the N.C. General Terms & Conditions included in this solicitation, the following access to records requirements apply to this contract:

- a) The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c) The Vendor agrees to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
  - d) In compliance with the Disaster Recovery Act of 2018, NCEM and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator of the Comptroller General of the United States.
16. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
  17. **DHS, Seal, Logo, and Flags.** In addition to the prohibitions in Section 28 of the N.C. General Terms & Conditions included in this solicitation, the Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
  18. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
  19. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.
  20. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
  21. **Socioeconomic Contracting.** The Vendor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteranowned businesses, and labor surplus area firms are considered when possible."
  22. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
  23. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable
  24. **Buy Clean.** NCEM encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, NCEM encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
  25. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all

issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

26. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
27. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.
28. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).
29. **Subcontracts.** Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of North Carolina.  
*Contractor shall be as fully responsible to NCEM for the acts and omissions of Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Contractor.*

*Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power in regard to terminating any subcontract that NCEM may exercise over Contractor under any provision of the Contract Documents.*

*Nothing contained in this contract shall create any contractual relationship between any Subcontractor and NCEM.*

30. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCEM, provided that claims for money due or to become due Contractor from NCEM under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCEM.
31. **Termination for Unavailable Funding.** The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCEM to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCEM for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
32. **Iran Divestment Act Certification.** Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
33. **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
34. **Client Data and Other Sensitive Information.** The Contractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R.

200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

35. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
  - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
  - b. Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
  - c. Additionally, Vendor is required to pay wages not less than once a week.
36. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the Vendor.
37. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

Except as modified herein all other terms and conditions as set forth in the original Contract 19-IFB-015120-DAD shall remain in effect for the duration of the Contract. A new solicitation is being prepared to address ongoing debris removal efforts beyond this emergency and exigency.

Executed by authorized officials as of the date indicated below.

**Southern Disaster Recovery**

**North Carolina Department of Public Safety**

Name: Al McClaran

Name: Tim Pendergrass

Title: CEO

Title: Procurement Specialist III

Signature: Al McClaran

Signature: Tim Pendergrass

Date: 01/24/2025

Date: 1/30/2025



**Contract Amendment #001**

**This Contract Amendment**, made and entered into this \_\_\_\_th day of February, 2025, by and between **Yancey County, NC** hereinafter termed the "Owner", and **Southern Disaster Recovery, LLC (SDR)**, hereinafter termed the "Contractor".

**WITNESSETH**

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services (19-IFB-015120-DAD) via a Notice to Proceed

**WHEREAS**, due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price-only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts.

**WHEREAS**, the State of North Carolina has provided a Contract Amendment to SDR on January 30, 2025, updating the Federal/State contract provisions and Fee Schedule in the interest of maintaining Federal and State contract compliance and increasing the pace of disaster debris removal

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Adoption of the State of North Carolina Contract (19-IFB-015120-DAD) Addendum (Attachment A) effective upon the date of adoption.

This Amended Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

**YANCEY COUNTY, NC**

**SOUTHERN DISASTER RECOVERY, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



February 2, 2025

To: Lynn Austin, County Manager  
Yancy County

From: Robert "Chip" Patterson, President  
SDR

Subject: State of North Carolina Contract (19-IFB-015120-DAD) Amendment

### **Strong Push Toward Recovery: Debris Removal**

"Due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts."

On January 30, 2025; the NC Department of Public Safety issued SDR a Contract Amendment to the Statewide Disaster Debris Removal Contract. The Contract Amendment has two broad affects:

1. Updating contract provisions to align with State and Federal requirements
2. Providing an updated Fee Schedule that aligns with present market conditions for trucking and regional debris removal activities.

### **Requested Action**

As soon as practical; the County adopt the North Carolina Contract Amendment as the Activating Entity. The State of North Carolina established the contract for statewide use with Activating Entities (Villages, Towns, Counties, State Agencies, etc.) implementing the contract by issuing a Notice to Proceed. The State of North Carolina has communicated to SDR the necessity for Activating Entities to implement this Contract Amendment.

#### Reference:

- Attached proposed local Contract Amendment including Contract 19-IFB-015120-DAD Contract Amendment 001.
- Bob Barker; State of NC Debris Specialist; [bob.barker@ncdps.gov](mailto:bob.barker@ncdps.gov); 919.825.2360
- Joe Stanton; Deputy Director/Recovery; [joe.stanton@ncdps.gov](mailto:joe.stanton@ncdps.gov); 919.218.6325

# RAPID PUSH TOWARD RECOVERY: DEBRIS REMOVAL

## Contract Amendment 001

The State of North Carolina and FEMA have approved an updated Fee Schedule for the State disaster debris removal contract (19-IFB-015120-DAD).

The updated Fee Schedule is provided after careful consideration of the unique disaster debris removal requirements in WNC and the aggressive truck market conditions created by elevated pricing in surrounding states.

The State and SDR is committed to continuing quality, professional debris removal in impacted communities and to increase the pace of debris removal by implementing this updated Fee Schedule.

## Contract Amendment 002

Contract items referenced in the Contract but do not have an associated Fee Schedule Items

- Demolition
- Removal of Sand/Silt/Soil

Project specific items approved by NC EM

- Sennebogen Tree Material handler day rate
- Processing of woody, vegetative debris/double grind to provide a beneficial re-use product

## CONTRACT AMENDMENT 002 NARRATIVE

### **Introduction**

The North Carolina Department of Public Safety (NCDPS) "Debris Hauling" contract (10-IFB-015120-DAD) is a good contract and structure that has served NC communities well for over four (4) years. The NCDPS solicitation established a contract structure where any eligible entity (Activating Entity) could activate the contract as their own contract. That contract structure has afforded WNC communities to get a rapid start on disaster debris removal and get on the road to recovery.

Unprecedented Hurricane Helene damage in western North Carolina has identified additional debris removal missions that were contemplated in the contract narrative or Scope of Work but not addressed in the Fee Schedule. These include pricing for:

- Demolition
- Sand/Silt/Dirt

- Sennobogen Tree Handler
- Vegetative debris processing/double grind to produce a beneficial re-use product

### **Demolition**

The Contract identifies that "Vendors shall provide disaster debris removal recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster...". SDR is a licensed North Carolina General Contractor and proposes the following rates for demolition of structures associated with the PPDR program (Attachment 1 to this memorandum). These rates are from a SDR contract with the State of Florida Division of Emergency Management for PPDR debris removal; including demolition.

### **Sand/Silt/Dirt**

Sand/Silt/Dirt on the ROW is prevalent in hundreds mountain/hill slides from Hurricane Helene. Initially, sand/silt/dirt seemed incidental to the ROW debris removal. We have encountered many instances where vegetative or C&D debris removal cannot be removed because of sand/silt/dirt in the way. This item requests sand/silt/mud removal prices consistent with Section 5.19 of the Contract. **"5.19 SAND, SILT,**

***Where applicable, the Vendor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt, rock and boulder deposited on the Activating Entity's right of way or public property. All listed materials should be removed if posing a risk to persons ability to traverse public right of ways. This may include, but is not limited to, impeding through access or making the conditions of the roads unsafe to the general public."***

### **Sennebogen Tree Material Handler Day Rate**

Approved by NCDEM; email from Bob Barker

### **Double Grind Woody Vegetative Material**

Approved by FEMA (Federal Coordinating Officer)



## Contract Amendment #002

**This Contract Amendment**, made and entered into this \_\_\_\_th\_\_ day of February, 2025, by and between \_\_\_\_\_, **NC** hereinafter termed the “Owner”, and **Southern Disaster Recovery, LLC (SDR)**, hereinafter termed the “Contractor”.

### WITNESSETH

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services (19-IFB-015120-DAD) via a Notice to Proceed

**WHEREAS**, the contract instrument created by the State of North Carolina is a good pre-disaster instrument; the contract has missing Fee Schedule components

**WHEREAS**, hurricane wind damage on steep slopes at elevation has created conditions to require specialized equipment to mitigate the hazard and keep the public and workers safe in the process

**WHEREAS**, recovery from Hurricane Helene damage has presented the need to provide debris removal fee schedule items for:

1. proper removal of sand, silt, soils debris deposited by the storm and
2. demolition rates for those properties approved and require demolition
3. Sennebogen Tree Care Handler day rates
4. production of a double ground mulch product for beneficial reuse in the community

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Initialed missions and fee schedule items are approved in this contract.

#### Approval Initials

#### Mission

_____	Proper removal of sand, silt, soils debris deposited by the storm
_____	Demolition rates for those properties approved and require demolition
_____	Sennebogen Tree Care Handler day rates
_____	Production of a double ground mulch product for beneficial reuse in the community



### Sand, Silt, Dirt Removal

Item	Sand, Silt, Dirt	Distance	Per CY
27.	Loading of materials and hauling to final disposal site	0-14.99 miles	\$38.00
28.		15-29.99 miles	\$49.00
29.		30-45 miles	\$61.00
30.		>45 miles	\$78.00
31.	ROW Sand, silt, dirt collection – collect and stage material in preparation for loading/hauling of materials.		\$4.50
32.	Public or Private Property Sand, Silt, Dirt collection – collect and stage material in preparation for loading/hauling of materials.		\$6.95
	Sampling of sand, silt, dirt as required by NCDEQ or disposal locations		At cost; no markup

### Demolition

Item	Demolition	Unit	Cost
33.0	Asbestos Survey – At cost; no markup		
34.0	Personnel Air Monitoring, asbestos	Day	\$1,067.00
35.0	Asbestos Abatement, three person asbestos abatement crew	Day	\$2,670.00
36.0	Asbestos Abatement, per CY cost for proper removal, transport and disposal	CY	\$173.00
37.0	Water Truck	Day	\$1,576.00
38.0	PPDR Demolition – structure demolition; haul under other pay items	CY	\$ 23.30
39.0	PPDR Concrete demolition; haul under other pay items	CY	\$35.00
40.0	PPDR Demolition - Water Disconnect and Cap	Each	\$1,295.00
41.0	PPDR Demolition - Sewer Disconnect and Cap	Each	\$1,153.00
42.0	PPDR Demolition - Cap/Plug Septic Line	Each	\$1,153.00
43.0	PPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed	FT	\$57.00
44.0	Direct Haul to Landfill PPDR concrete	Ton-mile	\$5.00
45.0	CPDR Demolition – structure demolition; Haul under other pay items	CY	\$23.30
46.0	CPDR Concrete demolition; Haul under other pay items	CY	\$55.00
47.0	CPDR Demolition - Water Disconnect and Cap	Each	\$2,589.00
48.0	CPDR Demolition - Sewer Disconnect and Cap	Each	\$2,118.00
49.0	CPDR Demolition - Cap/Plug Septic Line	Each	\$2,118.00
50.0	CPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed	FT	\$111.00
51.0	Direct Haul to Landfill CPDR concrete	Ton-mile	\$5.00



*Includes capping of utilities, with all equipment, materials, and labor in accordance with local requirements.			
**Disconnection of utilities shall be coordinated by the contractor with the appropriate local service providers.			
52.0	Septic Abandonment	Each	\$6,775.00
53.0	CPDR Site Restoration	SF	\$1.67
54.0	PPDR Site Restoration	SF	\$ 1.71
55.0	PPDR Sediment/sand – removal of deposited sediment/sand/dirt	CY	\$ 37.00
56.0	CPDR Sediment/sand – removal of deposited sediment/sand/dirt	CY	\$37.00
57.0	PPDR/CPDR Direct haul to the Landfill Sediment/sand/dirt	Ton-mile	\$5.00
58.0	Fill Dirt (for below grade filling; basements, etc.)	CY	\$17.75

### Sennebogen Tree Care Handler

Item	Description of work	Cost	Unit
.	Provide a Sennebogen Tree Care Handler for taking down and stacking on nearest ROW hazardous trees that are damaged by the hurricane on steep slopes at elevation. Rate includes all mobilization, operating and sustainment costs; includes all labor, safety and maintenance of traffic requirements for safe operation of machinery.	\$968.00	Hourly Rate

### Double Ground Mulch for Beneficial Re-use

Item	Description of work	Cost	Unit
6.a.	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal. Double grind the woody, vegetative debris for a useful, beneficial product for community and residents.	\$ 5.70	/CY

This Amended Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.



\_\_\_\_\_, NC

SOUTHERN DISASTER RECOVERY, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



January 23, 2024

To: Lynn Austin, County Manager  
Yancy County

From: Robert "Chip" Patterson, President  
SDR

Subject: Disaster Debris Removal

## Introduction

The North Carolina Department of Public Safety (NCDPS) "Debris Hauling" contract (10-IFB-015120-DAD) is a good contract and structure that has served NC communities well for over four (4) years. The NCDPS solicitation established a contract structure where any eligible entity (Activating Entity) could activate the contract as their own contract. That contract structure has afforded WNC communities to get a rapid start on disaster debris removal and get on the road to recovery.

Unprecedented Hurricane Helene damage in western North Carolina has identified additional debris hauling missions that were contemplated in the contract narrative or Scope of Work but not addressed in the Fee Schedule. These include pricing for:

- Demolition
- Sand/Silt/Dirt on ROW
- Haulout of Debris at a Per Ton rate where there's a scale at final disposal

## Demolition

The Contract identifies that "Vendors shall provide disaster debris removal recovery services including, but not limited to, clean-up, **demolition**, removal, reduction and disposal of debris resulting from a natural or manmade disaster...". SDR is a licensed North Carolina General Contractor and proposes the following rates for demolition of structures associated with the PPDR program (Attachment 1 to this memorandum). These rates are from a SDR contract with the State of Florida Division of Emergency Management for PPDR debris removal; including demolition.

## Sand/Silt/Dirt on ROW

Sand/Silt/Dirt on the ROW is prevalent in hundreds mountain/hill slides from Hurricane Helene. Initially, sand/silt/dirt seemed incidental to the ROW debris removal. We have encountered many instances where vegetative or C&D debris removal cannot be removed because of sand/silt/dirt in the way. This item requests sand/silt/mud removal prices consistent with Section 5.19 of the Contract. **"5.19 SAND, SILT,**



**Where applicable, the Vendor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt, rock and boulder deposited on the Activating Entity’s right of way or public property. All listed materials should be removed if posing a risk to persons ability to traverse public right of ways. This may include, but is not limited to, impeding through access or making the conditions of the roads unsafe to the general public.”**

<b>Sand, Silt, Dirt</b>	<b>Distance</b>	<b>Per CY</b>
Loading of materials and hauling to final disposal site	0-14.99 miles	\$38.00
	15-29.99 miles	\$49.00
	30-45 miles	\$61.00
	>45 miles	\$78.00
ROW Sand, silt, dirt collection – collect and stage material in preparation for loading/hauling of materials.		\$4.50
Public or Private Property Sand, Silt, Dirt collection – collect and stage material in preparation for loading/hauling of materials.		\$6.95
Sampling of sand, silt, dirt as required by NCDEQ or disposal locations		At cost; no markup

**Debris Haul Out by the Ton**

We request your favorable review and approval of market based per ton rates for haul-out of disaster debris removal to final disposal. The request is supported by the contract language **“NOTES - “3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.”**

<b>Item</b>	<b>Description of Work</b>	<b>Cost</b>	<b>Unit</b>
4.a.	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal 0 – 30 miles	\$38.00	/TON
4.b.	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal 31 – 60 miles	\$72.50	/TON
4.c.	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal 61-90 miles	\$109.00	/TON
4.d.	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal 91 - 120 miles	\$134.00	/TON



**DEMOLITION FEE SCHEDULE**

21.0	Asbestos Survey – At cost; no markup			
22.0	Personnel Air Monitoring, asbestos		Day	\$1,067.00
23.0	Asbestos Abatement, three person asbestos abatement crew		Day	\$2,670.00
24.0	Asbestos Abatement, per CY cost for proper removal, transport and disposal		CY	\$173.000
25.0	Water Truck		Day	\$1,576.00
26.0	PPDR Demolition – structure demolition; haul under other pay items		CY	\$ 23.30
27.0	PPDR Concrete demolition; haul under other pay items		CY	\$35.00
28.0	PPDR Demolition - Water Disconnect and Cap		Each	\$1,295.00
29.0	PPDR Demolition - Sewer Disconnect and Cap		Each	\$1,153.00
30.0	PPDR Demolition - Cap/Plug Septic Line		Each	\$1,153.00
31.0	PPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed		FT	\$57.00
32.0	Direct Haul to Landfill PPDR concrete		Ton-mile	\$5.00
33.0	CPDR Demolition – structure demolition; Haul under other pay items		CY	\$23.30
34.0	CPDR Concrete demolition; Haul under other pay items		CY	\$55.00
35.0	CPDR Demolition - Water Disconnect and Cap		Each	\$2,589.00
36.0	CPDR Demolition - Sewer Disconnect and Cap		Each	\$2,118.00
37.0	CPDR Demolition - Cap/Plug Septic Line		Each	\$2,118.00
38.0	CPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed		FT	\$111.00
39.0	Direct Haul to Landfill CPDR concrete		Ton-mile	\$5.00
	*Includes capping of utilities, with all equipment, materials, and labor in accordance with local requirements.			
	**Disconnection of utilities shall be coordinated by the contractor with the appropriate local service providers.			
40.0	Septic Abandonment		Each	\$6,775.00
41.0	CPDR Site Restoration		SF	\$1.67
42.0	PPDR Site Restoration		SF	\$ 1.71
43.0	PPDR Sediment/sand – removal of deposited sediment/sand/dirt		CY	\$ 37.00
44.0	CPDR Sediment/sand – removal of deposited sediment/sand/dirt		CY	\$37.00
45.0	PPDR/CPDR Direct haul to the Landfill Sediment/sand/dirt		Ton-mile	\$5.00
46.0	Fill Dirt (for below grade filling; basements, etc.)		CY	\$17.75

**RESOLUTION AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD**

**WHEREAS**, from time to time, the Yancey County Board of Commissioners (the “*Unit*”) purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and

**WHEREAS**, the *Unit*’s procurement of such goods and services is subject to the *Unit*’s purchasing policies, and

**WHEREAS**, the *Unit* is a non-Federal entity under the definition set forth in 2 C.F.R. § 200.1; and

**WHEREAS**, pursuant to 2 C.F.R. 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files accordingly; and

**WHEREAS**, pursuant to 2 C.F.R. 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a “higher threshold consistent with State law”; and

**WHEREAS**, G.S. 143-129(a) and G.S. 143-131(a) require the *Unit* to conduct a competitive bidding process for the purchase of (1) “apparatus, supplies, materials, or equipment” where the cost of such purchase is equal to or greater than \$30,000, and (2) “construction or repair work” where the cost of such purchase is greater than or equal to \$30,000; and

**WHEREAS**, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the “Mini-Brooks Act”); and

**WHEREAS**, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed \$50,000; and

**WHEREAS**, pursuant to 2 C.F.R. 200.320(a)(1)(iv), the *Unit* now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101.

**NOW THEREFORE, BE IT RESOLVED BY THE YANCEY COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

1. In accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the *Unit* hereby self-certifies the following micro-purchase thresholds, each of which is a “higher threshold consistent with State law” under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution:

- A. \$30,000, for the purchase of “apparatus, supplies, materials, or equipment”; and
- B. \$30,000, for the purchase of “construction or repair work”; and
- C. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- D. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the *Unit* has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32.

2. The self-certification made herein shall be effective as of the date hereof and shall be applicable until the end of the current fiscal year of the *Unit*, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020.

3. In the event that the *Unit* receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the *Unit* shall comply with the more restrictive threshold when expending such funds.

4. The *Unit* shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

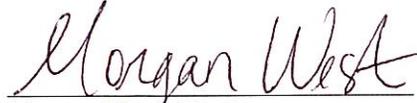
5. The Finance Officer of the *Unit* is hereby authorized to revise the Purchasing Policy of the *Unit* to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

Adopted this 10<sup>th</sup> day of February 2025.



Jeff Whitson, Chairman  
Yancey County Board of Commissioners

ATTEST:



Morgan West, Clerk