

Minutes of the June 9, 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 June 9, 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, Finance Officer Brandi Burleson, and Clerk to the Board Morgan West. Members of the media and the general public attended the meeting.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

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

Approval of the Agenda

Commissioner Grindstaff made the motion to approve the agenda, with Commissioner Greene seconding the motion. By unanimous vote, the 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 Juvenile Crime Prevention Council County Plan – Yancey County (Attachment B)
- b. Approval of the Gould Killian Financial Audit Contract for FY 2026 (Attachment C)
- c. Approval of FY 2025-26 DSS Attorneys' Contracts for Legal Services - Hockaday & Hockaday, PA; Donny J. Laws, Attorney; and, Leake and Stokes, PLLC (Attachment D)
- d. Approval of Request Release and Adjustment of Taxes on Yancey County Owned Parcel – LT. 27 Sugarloaf Mtn. Estates (Attachment E)
- e. Approval of Revised Capital Project Ordinance for Ray-Cort Park Renovations Phase II (Attachment F)
- f. Approval of Capital Project Ordinance for Kid Mountain Park (Attachment G)
- g. Approval of Capital Project Ordinance Tropical Storm Helene Debris Removal (Attachment F) (2)
- h. Approval of Road Naming Request – Browns Creek Campground Dr. (Attachment G) (2)
- i. Approval of Amended Loan Agreement between the State of North Carolina Department of State Treasurer and the County of Yancey (Attachment H)
- j. April 2025 Tax Collection Reports – Informational (Attachment I)
- k. May 2025 Tax Collection Reports – Informational (Attachment J)

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

Department Update

IT Director, Matthew Martin provided an update regarding his respective department, highlighting several grants and projects and ongoing compliance with the ADA for the County website.

Yancey County Cooperative Extension Director, David Davis was unable to attend the meeting.

Renee Tomberlin – Yancey Humane Society

Yancey Humane Society Director, Renee Tomberlin gave a presentation to the Board regarding the operations at the Yancey Humane Society include the animal intake, facility needs and ongoing partnerships; she also provided an announcement of the groundbreaking regarding a new spay and neuter clinic in Yancey County.

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 K)

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

Board Appointment

Chairman Whitson asked for any nominations from the Board to appointment one member to the Yancey County Department of Social Services Board. Commissioner Greene made a motion to nominate Robert “Bob” Ayala, with Commissioner Grindstaff seconding the motion. Unanimously the motion carried.

Board Appointment

Chairman Whitson stated there was a term expiration for Jury Commissioner, and that Janice Buchanan was willing to serve another term if there were no other nominations. No other nominations were made, and on the motion duly made by Commissioner Ledford and seconded by Commissioner Grindstaff the Board voted unanimously to reappoint Janice Buchanan as Jury Commissioner.

Yancey County FY 2025-26 Budget – Public Hearing

Chairman Whitson recognized County Manager Austin who presented Fiscal Year Budget 2025-26. County Manager Austin highlighted items in the FY 2025-26 Budget Message. (Attachment L). Chairman Whitson asked for a motion to open the floor for a public hearing for the FY 2025-26 Budget. On the motion duly made by Commissioner Grindstaff and seconded by Commissioner Greene, the Board voted unanimously to open the floor for the purpose of holding the public hearing. Several members of the public made comments related to budgeting. On the motion duly made by Commissioner Norton and seconded by Commissioner Grindstaff, the Board voted unanimously to close the public hearing.

County Manager Austin presented the FY 2025-26 budget and requested approval. On the motion duly made by Commissioner Grindstaff and seconded by Commissioner Greene, the Board voted unanimously to approve the FY 2025-26 proposed budget and adopted the YANCEY COUNTY BUDGET ORDINANCE FOR FISCAL YEAR 2025-26. (Attachment M)

County Manager’s Report

County Manager Austin presented the Yancey County Public Library Draft policies for approval. (Attachment N) Also, recognizing and introducing the new staff member from Congressman Chuck Edwards’ office – Connor Brown.

County Manager Austin asked the board to consider the appointment of chair for the Tourism Development Authority (TDA) Sue Frost, who has been serving since creation of the Board. Upon the motion duly made by Commissioner Grindstaff and seconded by Commissioner Greene Sue Frost was appointed as Chair of the TDA, replacing Jake Blood; although he would stay on the Board as a member.

County Commissioners Report

None.

County Attorney's Report

Public Comments

Many individuals spoke regarding the Public Library, budgeting and taxes.

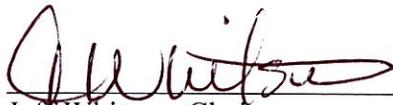
Closed Session

Chairman Whitson asked for a motion to go into closed session pursuant to NC Gen. Stat 143-318.11(a)(5). Commissioner Norton made the motion to go into closed session. Commissioner Greene seconded the motion. By unanimous vote the Board entered closed session. Commissioner Grindstaff made a motion to leave closed session and reenter open session. Commissioner Ledford seconded the motion. By unanimous vote the Board reentered open session. The Board did not take any action during closed session.

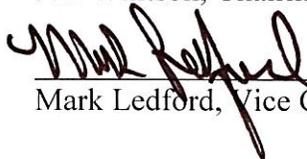
Adjournment

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

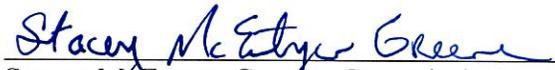
Approved and authenticated this the 14th day of July 2025.



Jeff Whitson, Chairman



Mark Ledford, Vice Chairman



Stacey McEntyre Greene, Commissioner



David Grindstaff, Commissioner



Morgan West, Clerk to the Board



Sardi Norton, Commissioner





**AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
JUNE 9, 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 Juvenile Crime Prevention Council County Plan – Yancey County**
 - b. Approval of the Gould Killian Financial Audit Contract for FY 2026**
 - c. Approval of FY 2025-26 DSS Attorneys’ Contracts for Legal Services - Hockaday & Hockaday, PA; Donny J. Laws, Attorney; and, Leake and Stokes, PLLC**
 - d. Approval of Request Release and Adjustment of Taxes on Yancey County Owned Parcel – LT. 27 Sugarloaf Mtn. Estates**
 - e. Approval of Revised Capital Project Ordinance for Ray-Cort Park Renovations Phase II**
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 - h. Approval of Road Naming Request – Browns Creek Campground Dr.**
 - i. Approval of Amended Loan Agreement between the State of North Carolina Department of State Treasurer and the County of Yancey**
 - j. April 2025 Tax Collection Reports - Informational**
 - k. May 2025 Tax Collection Reports – Informational**
- V. Department Updates**
 - a. Matthew Martin, IT Director**
 - b. David Davis, Cooperative Extension Director**
 - i. Board Appointments – Voluntary Ag District**
- VI. Renee Tomberlin – Yancey Humane Society Director**
- VII. Danny McIntosh – Interim Tax Administrator**
 - a. Tax Refund/Releases/Late Applications**
- VIII. Board Appointment – Yancey County Department of Social Services**
- IX. Board Appointment – Yancey County Jury Commissioner**
- X. Yancey County Fiscal Year 2025-2026 Budget**
 - a. 2025-2026 Budget Message – Lynn Austin, County Manager**

b. PUBLIC HEARING

c. Consideration and Adoption

XI. County Manager's Report – Lynn Austin

a. Yancey County Public Library Policies/Procedures

b. New Staff Introductions – Chuck Edwards' Office

XII. County Commissioners' Report

XIII. County Attorney's Report – Donny Laws

XIV. Public Comments

XV. Closed Session

XVI. Adjourn

Juvenile Crime Prevention Council County Plan

Yancey County

For FY 2025-2026

Table of Contents

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. County Juvenile Crime Prevention Council Request for Proposals
- VI. Funding Decisions Summary
- VII. Funded Programs Program Enhancement Plan (PEP). (Add brief program description for any program without a PEP)

Attachments:

Executive Summary

The Yancey County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop this County Plan for FY 2025 through FY 2026.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Yancey County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Priorities for Funding: Through a Risk and Needs Assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Yancey County (The list is in no particular order or priorities).

- Mediation
- Restitution/Community Service
- Substance Abuse Counseling
- Interpersonal Skills
- Mentoring
- Teen Court/Restorative Justice
- Vocational Skills
- Experiential Skills
- Tutoring/Academic Remediation

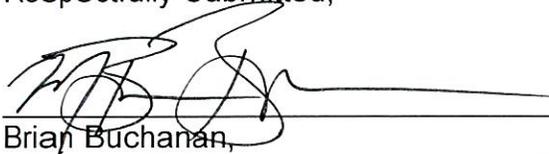
Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs on an annual basis.

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public Safety-Community Programs Section Funds to the following Programs in the amounts specified below for FY 2025-2026 (See JCPC Funding Allocations page) :

- Project Challenge \$45,000.00
- Juvenile Mediation \$17,000.00
- Sentencing Circles \$10,000.00
- Thrive \$10,705.00

The JCPC further recommends that the following amount be allocated from the NC Department of Public Safety funds for the administrative costs of the Council for FY 2025-2026 \$6,000.00

Respectfully Submitted,



Brian Buchanan,
Chair, Yancey County Juvenile Crime Prevention Council

Date: 6/2/25

Yancey County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 88,705 Local Match: \$ 16,800 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1									
2	JCPC Administration	\$6,000					\$6,000		
3	Project Challenge - Project Challenge North Carolina Inc.	\$45,000	\$9,000				\$54,000	17%	
4	Juvenile Mediation - Mediation and Restorative Justice Center	\$17,000	\$4,400				\$21,400	21%	
5	Sentencing Circles - Mediation and Restorative Justice Center	\$10,000	\$2,000				\$12,000	17%	
6	Thrive	\$10,705	\$1,400				\$12,105	12%	
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$88,705	\$16,800				\$105,505	16%	

The above plan was derived through a planning process by the Yancey County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025 - 2026.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

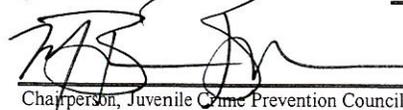
check type initial plan update final

-----DPS Use Only-----

Reviewed by _____ Area Consultant _____ Date _____

Reviewed by _____ Program Assistant _____ Date _____

Verified by _____ Designated State Office Staff _____ Date _____

 6/2/25
Chairperson, Juvenile Crime Prevention Council (Date)

 6/9/25
Chairperson, Board of County Commissioners or County Finance Officer (Date)

Juvenile Crime Prevention Council Organization

FY 25-26	Name	Organization	Title
Chairperson	Brian Buchanan	Police Department	Police Chief
Vice-Chairperson	Ryan Higgins	Sheriff Department	Chief Deputy
Secretary	Glenna Taylor	JCPC	Administrative Assistant
Treasurer			
Assessment Committee Chairperson			
Funding Committee Chairperson	Brian Buchanan	Police Department	Police Chief

Number of members for FY 24-25:

14

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
July 2024	No Meeting	
Aug 21, 2024	7	Yes
Sep 18, 2024	10	Yes
October 16, 2024	No Meeting	
November 20, 2024	No Meeting	
Dec 18, 2024	8	Yes
January 15, 2025	7	Yes
February 2025	No Meeting	
March 19, 2025	7	Yes
April 16, 2025	7	Yes
May 21, 2025	9	Yes
June 2025	No Meeting	

SUMMARY REPORT OF THE RISK AND NEEDS ASSESSMENT COMMITTEE

- I. Youth Assessment and Screening Instrument (YASI) Summary**
- II. Summary of Community Resources**
- III. Summary of Gaps and Barriers in the Community Continuum**
- IV. Proposed Priority Services for Funding**

Juvenile Court Services implemented the Youth Assessment and Screening Instrument (YASI) beginning January 1, 2021; the following data summary represents juveniles that were assessed July 1, 2022 - June 30, 2023.

In reviewing and prioritizing the elevated risk and needs extracted from this data set, one must consider the utilization of YASI:

1. As a predictor of future risk of offending; and
2. As a Case Management instrument for determining level of service and types of services necessary to reduce recidivism.

Part I. Youth Assessment and Screening Instrument (Full YASI)

The Risk and Needs Assessment Committee reviewed aggregate data gleaned from YASI assessments administered in Yancey County during the previous fiscal year. The full assessment consists of over 100 separate items useful for both predictive risk and case management, so data reported from this review will consist of county-level risk factors that may be prioritized by the JCPC for RFP development, as well as for highlighting prevalent issues among court involved juveniles that individual programs and community-based service organizations will want to consider when working with court-involved juveniles in the county.

All juveniles at intake receive the YASI Pre-Screen (33 questions) which is also embedded in each full assessment. The aggregate outputs from full YASI assessments are just one of the data sources used by the Committee and, are the focus of summaries that follow in this document.

YASI questions are framed in either a historic context (Legal History, for example), or in some cases, “current” or “prior three-months” timeframes for other, more dynamic, questions.

Additionally, the committee reviewed data from the 2022-2023 school year from surveys submitted by both middle and high school students in Yancey Co.

Elevated Risk and Needs:

General Notes and Observations

- There were 34 full YASI assessments administered by Juvenile Court Counselors in Yancey County during the 2022-2023 fiscal year. Reviewers

should note that: 1) the number assessed in each domain can vary depending on the date the data was compiled and whether juveniles were excluded due to the domain not applying; 2) data compared to surrounding counties in the judicial district may be a better comparison than to the state as a whole; and 3) 45 is a relatively small number – even if the percentage of Yancey County youth are higher than the State, this may be a relatively small number.

- Juvenile Justice referrals have slowed over the past two years due to COVID-19, however these numbers are expected to rise this year.
- **Risks:** The majority of Yancey County youth are low risk, 65%, as compared to the state average of 39%.
- **Needs:** The needs of Yancey County youth are comparable to the state overall, however Yancey youth had very low needs of 50%, compared to the state average of 35%.
- **Strengths:** The strengths level of Yancey County youth are generally higher than the state: 53% of youth had very high strengths, compared to 31% for the state average.

SUMMARY COMMENTS:

Specific Domain Observations

Legal History

- Yancey County Juvenile Justice staff receive fewer referrals for felony offenses compared to the state average, 21% vs. 36%. This number is up from 11% last year for Yancey Co.
- Only 3% of Yancey County youth referrals had previous weapon offenses compared to 17% for the state.
- Nearly half, 46%, of all complaints last fiscal year in the state were against a person; however, in Yancey County, only 12% were person crimes.

Family

- Yancey County has a higher percentage of assessed youth in foster care/independent living than the state, 12% vs. 9%. Often these placements are out of the county, or even the state. These percentages remain the same as last year.
- Family alcohol and substance abuse was equal to the state average this year at 15%.
- Family criminal history for the past year for Yancey County was 21% vs. 29% state.

School

- School attendance has been a challenge in Yancey County after COVID; youth with 5 or more absences was 41%, which is higher than the state average of 26%. Letters are now being sent to the parent/guardian after 3 unexcused absences and referred to DJJ at 10 unexcused absences. Cases are being referred to mediation before referral to DJJ.
- Yancey County has a higher percentage of referred youth failing some or all classes, 44% as compared to 18% for the state. Tutoring and attendance make-up (Heritage Learns – afterschool program) is available at Heritage.
- 50% of assessed youth reported no interest in school activities compared to 34% for the state. This number is up from 40% last year in Yancey.

Community and Peers

- Nothing significant to note.

Alcohol/Drugs

- Of the 34 youth that were assessed, 22% in Yancey indicate they first used alcohol/drugs under age 12. This is higher than the state average of 10%.

Mental Health

- Youth mental health problems are slightly higher than the state at 44% compared to 41%.
- Past treatment is comparable or slightly higher than the state, 26% compared to 21%, but the current lack of a therapist at the schools a concern. The lack of therapists in our schools was noted as a concern last year as well.
- 21% of youth assessed indicate they have been a victim of bullying, compared to the state average of 10%. 18% report they have been physically assaulted, compared to 9% for the state.
- Yancey Co. Schools administered an anonymous survey to middle and high school students for the 2022-2023 academic year. Those surveyed reported 29% - Cane River Md., 19% E. Yancey, and 10% of the high school students have seriously considered suicide. 13 students at E. Yancey indicated they have attempted suicide in the past, while 19 students at Cane River Middle reported the same. 27 students from Mtn. Heritage indicated they have attempted suicide.

Employment

- Fewer assessed youth were employed, 12%, as compared to 19% for the state. This is not viewed as a problem due to the rural nature of the county, many youth being underage for employment, and 79% are involved in one or more structured or unstructured activities.
- Vocational counseling is available for dropouts through NC Works.
- Mtn. Heritage High has a career development coordinator to assist with employment interests and assistance.

Part II. Summary of Community Resources

The following is a list of existing resources. It is not a measure of resource effectiveness and/or sustainability: **See attached Continuum of Services**

Part III. Summary of Gaps and Barriers in the Continuum of Services

- Currently, there is a shortage of Mental Health clinicians in Yancey County
- Yancey County Schools currently has school counselors in the schools. There is not a school-based therapist at Mountain Heritage High School, although recruitment efforts have been underway since last year.
- Accessibility to intensive outpatient and in-patient substance abuse services remains a need, as well as in-patient hospitalization for adolescents.
- Therapeutic foster care is not available in the community and very hard to access.
- Transportation remains a barrier to accessing services, including job skills training, transportation to jobs, etc. Project Challenge does provide transportation for juveniles in their program.
- Mental health services for non-court-involved youth and the uninsured/underinsured.
- Effective alternatives to suspension programs in our schools continues to be a need.

Part IV. Proposed Priority Services for Funding

The Committee proposes that the following services in ranked order be approved as the funding priorities for FY 25-26:

- **Mediation**
- **Restitution/ Community Service**
- **Substance Abuse Counseling**
- **Interpersonal Skills**
- **Mentoring**
- **Teen Court / Restorative Justice**
- **Vocational Skills**
- **Experiential Skills**
- **Tutoring/Academic Remediation**

**YANCEY County Juvenile Crime Prevention Council
Request for Proposals**

88,705

20%

January 15, 2025

Anticipated Annual Allocation

Required Local Match Rate

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Dept. of Public Safety Juvenile Justice and Delinquency Prevention in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2025-2026 beginning on, or after, July 1, 2025. The use of these funds in this county requires a local match in the amount specified above. The county can approve programs for 1 or 2 year funding awards, dependent on county approval and programs meeting all requirements.

Based on identified needed programs and possible gaps in the service continuum, the following checked program types will be considered for funding:

<input checked="" type="checkbox"/> Mentoring Services	<input checked="" type="checkbox"/> Restitution/Community Service	<input type="checkbox"/> Services Addressing Problem Sexual Behavior
<input type="checkbox"/> Parent/Family Skill Building	<input checked="" type="checkbox"/> Teen Court – including Sentencing and Responsive Circles	<input type="checkbox"/> Group Home
<input checked="" type="checkbox"/> Interpersonal Skill Building	<input type="checkbox"/> Psychological Assessments	<input type="checkbox"/> Temporary Shelter Care
<input checked="" type="checkbox"/> Vocational Skills	<input type="checkbox"/> Family Counseling	<input type="checkbox"/> Runaway Shelter Care
<input checked="" type="checkbox"/> Experiential Skills	<input type="checkbox"/> Home Based Family Counseling	<input type="checkbox"/> Specialized Foster Care
<input checked="" type="checkbox"/> Tutoring/Academic Enhancement	<input type="checkbox"/> Individual/Group/Mixed Counseling	<input type="checkbox"/> Temporary Foster Care
<input checked="" type="checkbox"/> Mediation/Conflict Resolution – including Truancy Mediation, Victim-Youth and Family Group Conferencing, Responsive Circles	<input checked="" type="checkbox"/> Substance Abuse Counseling	<input type="checkbox"/> Juvenile Structured Day

Proposed program services should target the following risk factors for delinquency or repeat delinquency:
Program services for low and moderate risk youth.

Proposed services should address the following concerns as reported in the Youth Assessment Screening Instrument (YASI) for adjudicated youth:

Peer Domain: Peer Relationships, Bullying/Threatening Behavior

Individual Domain: Substance Abuse, Mental Health Needs

Family Domain: Conflict, Out-of-Home Placement

School Domain: Attendance, Academic Performance

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.
5. Awareness of and sensitivity to Racial Ethnic Disparity that exists in the County.
6. Programs are encouraged to provide effective programming that includes restorative justice practices.

Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding.

In order to apply for FY 2025-2026 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at: <https://cp.ncdjjdp.org/CP>

Additional self-help videos on the NC ALLIES webpage are available by clicking on the HELP tab.

Private non-profits are also required to submit, by uploading in NC ALLIES, the following:

- 1) No Over Due Tax form, 2) DPS Conflict of Interest Statement,
- 3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link.)

Brian Buchanan
JPCPC Chairperson / or Designee

828-682-6186
Telephone #

For further information or other technical assistance about applying for JPCPC funds in this county contact:

Melissa Johnson, Area Consultant at 828-808-3019; 828-773-1550 or melissa.g.johnson@ncdps.gov

The deadline for receiving the application:

5:00 p.m.
February 14,
2025.

Email 1 electronic copy to: Glenna Taylor at
glenna_taylor@ncsu.edu
828-682-6186

Juvenile Crime Prevention Council Funding Decisions Summary

Funding Decision for:	FY 2025-2026	Date Completed:	May 30, 2025
Program(s) Funded	Select 1-year or 2-year funding and reason(s) for Funding (Check all that apply)		
Project Challenge	<input type="checkbox"/> 2-year Funding approved for FY and OR <input checked="" type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other Other		
Juvenile Mediation	<input type="checkbox"/> 2-year Funding approved for FY and OR <input checked="" type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other Other		
Thrive Appalachia	<input type="checkbox"/> 2-year Funding approved for FY and OR <input type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other Other		
Sentencing Circles	<input type="checkbox"/> 2-year Funding approved for FY and OR <input checked="" type="checkbox"/> 1-year Funding approved for FY Rationale for 2-year Funding approval: <input type="checkbox"/> Funded in past years <input type="checkbox"/> In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) <input type="checkbox"/> Favorable JCPC monitoring <input type="checkbox"/> In compliance with Consultant Monitoring <input type="checkbox"/> Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. <input type="checkbox"/> Provides an essential dispositional option, explain: <input type="checkbox"/> Meets target population as described in Program Agreement (<i>number served, and described target population</i>), with minimal exceptions (i.e. less than 10% variance) <input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input checked="" type="checkbox"/> Would increase funding to this service if funds were available <input type="checkbox"/> Other Other		

Program Enhancement Plan (PEP)

Program/Component: Project Challenge-Yancey

Brief Description: Project Challenge is a dispositional option to juvenile court allowing participants to repay or give back to their community as part of their probation requirements. Participants are given the opportunity to fulfill their obligation to the courts by completing community service and provide victims repayment of monetary loss.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service	10				
Qualifying Supplemental Service	5	None			Received the maximum points in this category
Quality of Service Delivery	17		Requires updated consultants monitoring		
Amount of Service: Duration and Contact Hours	16	Improve % of juvenile receiving optimal duration	<ol style="list-style-type: none"> Schedule participants for 9 weeks in all possible cases adhering to frequency requirements in JCPC policy. Communicate change and rationale to referral sources, clients, and families 	<ol style="list-style-type: none"> Project Challenge Program Coordinator Project Challenge Program Coordinator 	<ol style="list-style-type: none"> Continue monitoring that length of stay extends the 9 weeks and frequency requirements are met. Continue open communication with all involved.
Risk Level of Youth	7	None			Program has no ability to change these scores
Total SPEP Score	50				
POP	63%				

This Plan is approved by:  1/13/25  4/17/25
 Program Manager Signature Date JCPC Chair Signature Date

Program Enhancement Plan (PEP)

Program/Component:

Juvenile Mediation

Brief Description:

The program provides mediation and other restorative processes for juveniles who are involved in conflicts with parents, peers or school personnel, and/or have engaged in personal property crimes. Mediation provides an opportunity for youth to resolve disputes, arrange reparation to victims and repair relationships. Mediation helps hold youth accountable for their actions while providing an opportunity to learn conflict resolution, communication, self-awareness, and empathy skills.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service					
Quality of Service Delivery	NA	To enhance collaboration, data organization, and security by transferring individual Google Drive accounts to a unified Google Workspace for the organization.	<ol style="list-style-type: none"> 1. Program Staff will oversee data transfer and workspace implementation 2. Program Staff will utilize the updated system to increase continuity 3. Program Manager will review to ensure successful completion 	Program Manager, Program Staff	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
Total SPEP Score					
POP					

This Plan is approved by:


Program Manager Signature

1/9/25
Date


JCPC Chair Signature

4/16/25
Date

Program Enhancement Plan (PEP)

Program/Component:	Sentencing Circles
Brief Description:	The program provides a process for a youth to accept responsibility for their crime/behavior in a safe and constructive environment, participate in discussions and the resolutions of their own negative behaviors, be held accountable for their actions by working with members of the community and peers, and participate in activities that can address the harms done to affected parties as well as the community. The Circle can be used as a diversion process within the criminal justice system.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service Qualifying Supplemental Service					
Quality of Service Delivery	NA	To enhance collaboration, data organization, and security by transferring individual Google Drive accounts to a unified Google Workspace for the organization.	<ol style="list-style-type: none"> 1. Program Staff will oversee data transfer and implementation 2. Program Staff will utilize the updated system to increase continuity 3. Program Manager will review to ensure successful completion 	Program Manager, Program Staff	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
Total SPEP Score					
POP					

This Plan is approved by: *Mavis Cornell* 1/8/25 *[Signature]* 4/16/25
 Program Manager Signature Date JCPC Chair Signature Date



Juvenile Crime Prevention Council Certification

Fiscal Year: 2025 - 2026 _____

County: Yancey	Date: May 30, 2025
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. (Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)	
1-Year Funding: FY 2025-2026	2-Year Funding: FY _____ and FY _____

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes
- B. Is the membership list attached? Yes
- C. Are members appointed for two-year terms and are those terms staggered? Yes
- D. Is membership reflective of social-economic and racial diversity of the community? Yes
- E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

On going efforts are made to fill the vacant positions of Defense Attorney, Chief District Judge, Faith Community, Health Director and two County Commissioner Appointees. .

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? Yes
- B. Bylaws are attached or on file (Select one.)
- C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes
- D. Does the JCPC have written policies and procedures for funding and review? Yes
- E. These policies and procedures attached or on file. (Select one.)
- F. Does the JCPC have officers and are they elected annually? Yes
- JCPC has: Chair; Vice-Chair; Secretary; Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. Yes
- B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes
- C. Does the JCPC meet six (6) times a year at a minimum? Yes
- D. Are minutes taken at all official meetings? Yes
- E. Are minutes distributed prior to or during subsequent meetings? Yes

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #4 - Planning

- A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes
- B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? Yes
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) Yes
- B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

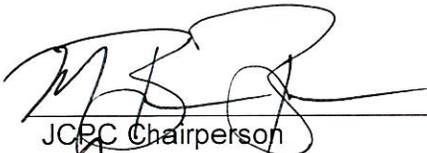
Briefly outline the plan for correcting any areas of standards non-compliance.
 Ongoing efforts are made to fill the vacant positions.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30th annually.**

**JCPC Administrative Funds
 SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	_____ \$6,000. _____
Local	_____
Other	_____
Total	_____ \$6000. _____



 JCPC Chairperson

6/2/25

 Date



 Chairman, Board of County Commissioners or Designee

4/9/25

 Date

Juvenile Crime Prevention Council Certification (cont'd)

DPS Designated Official

Date

Juvenile Crime Prevention Council Certification (cont'd)

Yancey

County

FY 2025-2026

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Kristin Buchanan	School Social Worker	<input checked="" type="checkbox"/>	W	F
2) Chief of Police or designee	Brian Buchanan	Chief of Police	<input type="checkbox"/>	W	M
3) Local Sheriff or designee	Ryan Higgins	Chief Deputy	<input checked="" type="checkbox"/>	W	M
4) District Attorney or designee	Elizabeth Silvers	Administrative Assistant	<input checked="" type="checkbox"/>	W	F
5) Chief Court Counselor or designee	John Troy Autry	Chief Court Counselor	<input type="checkbox"/>	W	M
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee			<input type="checkbox"/>		
7) Director DSS or designee	Tammy Sparks	DSS Supervisor	<input checked="" type="checkbox"/>	W	F
8) County Manager or designee	Lynn Austin	County Manager	<input type="checkbox"/>	W	F
9) Substance Abuse Professional	Roger Hayley	RHA Prevention Specialist II		W	M
10) Member of Faith Community					
11) County Commissioner	Sandi Norton	Commissioner		W	F
12) A person under the age of 21					
13) A person under the age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14) Juvenile Defense Attorney					
15) Chief District Judge or designee			<input type="checkbox"/>		
16) Member of Business Community	Bill Restall	Business Owner Retired Juvenile Justice		W	M
17) Local Health Director or designee			<input type="checkbox"/>		
18) Rep. United Way/other non-profit	John Miller	Director Reconciliation House		W	M
19) Representative/Parks and Rec.	Loren Deyton	Director		W	M
20) County Commissioner appointee	David Davis	CED		W	M
21) County Commissioner appointee	Angela Parker	Court Counselor		W	F
22) County Commissioner appointee					F
23) County Commissioner appointee					

Juvenile Crime Prevention Council Certification (cont'd)

24) County Commissioner appointee					
25) County Commissioner appointee					
26) County Commissioner appointee					

PUBLIC NOTICE
Request for Proposals for FY
2025 - 2026

Yancey County Juvenile
Crime Prevention Council

Date Advertised:
January 15, 2025

The Yancey County Juvenile Crime Prevention Council (JCPC) announces the availability of \$88,705 in intervention and prevention funds for services to delinquent youth and those at risk of delinquency. JCPC funds require a local cash or in-kind match of 20%. Funds are dependent upon appropriation by the NC Legislature.

Based on the JCPC planning process conducted to date, the program services needed in Yancey County have been identified as the following: Mediation, Restitution/ Community Service, Substance Counseling, Interpersonal Skills, Mentoring, Teen Court/Restorative Justice, Vocational, Skills, Experiential Skills, and Tutoring/Academic Remediation.

Only local public agencies, 501(c)(3) non-profit corporations, and local housing authorities will be considered for funding. In order to apply for FY 2025-2026 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at <https://cp.ncdjjdp.org/CP>. Additional self-help videos on the NCALLIES webpage are available by clicking on the HELP tab. Private non-profits are also required to submit by uploading in NCALLIES the following: 1) No Over Due Tax form, 2) DPS Conflict of Interest Statement, 3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link).

The deadline for receiving the application is 5:00 p.m. on February 14, 2025. Also, an electronic copy is due to glenna_taylor@ncsu.edu 828-682-6186.

Additional information and technical assistance is available from your Area Consultant, Melissa Johnson, at (828) 773-1550, (828) 808-3019 or Melissa.g.johnson@ncdps.gov.

Published January 15,
2025

Request for Proposals for FY 2025-2026
Yancey County Juvenile Crime Prevention Council
Date Advertised: January 15, 2025

The Yancey County Juvenile Crime Prevention Council (JCPC) announces the availability of **\$88,705** in intervention and prevention funds for services to delinquent youth and those at risk of delinquency. JCPC funds require a local cash or in-kind match of 20%. Funds are dependent upon appropriation by the NC Legislature.

Based on the JCPC planning process conducted to date, the program services needed in Yancey County have been identified as the following:

- **Mediation**
- **Restitution/ Community Service**
- **Substance Abuse Counseling**
- **Interpersonal Skills**
- **Mentoring**
- **Teen Court / Restorative Justice**
- **Vocational Skills**
- **Experiential Skills**
- **Tutoring/Academic Remediation**

Only local public agencies, 501(c)(3) non-profit corporations, and local housing authorities will be considered for funding. In order to apply for FY 2025-2026 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at <https://cp.ncdjdp.org/CP>. Additional self-help videos on the NCALLIES webpage are available by clicking on the HELP tab. Private non-profits are also required to submit by uploading in NCALLIES the following: 1) No Over Due Tax form, 2) DPS Conflict of Interest Statement, 3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link).

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Additional information and technical assistance is available from your Area Consultant, Melissa Johnson, at (828) 773-1550, (828) 808-3019 or melissa.g.johnson@ncdps.gov.

NC STATE

Glenna Taylor <gtaylor@ncsu.edu>

Copy of RFP for FY 2025-2026

Glenna Taylor <gtaylor@ncsu.edu>

Mon, Jan 13, 2025 at 3:49 PM

To: Jack Spencer <jackspencer.MRJC@gmail.com>, David Grindstaff <david.grindstaff@yanceycountync.gov>, Pana Columbus <pana@thriveappalachia.org>, Brian Buchanan <brian.buchanan@townofburnsville.org>, Shane Hilliard <shane.hilliard@yanceycountync.gov>, Elizabeth Silvers <elizabeth.silvers@nccourts.org>, Susie Riehm <susieriehm@projectchallengenc.org>, Marisa Cornell <marisamrjc@gmail.com>, John Miller <johnmiller003@gmail.com>, Loren Deyton <loren.deyton@yanceycountync.gov>, "Melissa G. Johnson" <melissa.g.johnson@ncdps.gov>, "mechelle.miller@ncdps.gov" <mechelle.miller@ncdps.gov>, Samantha Briggs <samanthabriggs@yanceync.net>, "programagreements@projectchallengenc.org" <programagreements@projectchallengenc.org>, Angela Parker <angela.m.parker@ncdps.gov>, John Autry <john.t.autry@ncdps.gov>, "brestall@yahoo.c" <brestall@yahoo.com>, Rosezetta Steadman <rosezettasteadman@projectchallengenc.org>, "kamayberry@yance" <kamayberry@yanceync.net>, "bbranch16@aol.co" <bbranch16@aol.com>, Angelica Ramirez <angelica.mrjc@gmail.com>, Glenna Taylor <glenna_taylor@ncsu.edu>, Lori Mehnert <lori@thriveappalachia.org>, Bryan Creech <Bryan.Creech@vayahealth.com>, David Davis <dhdavis2@ncsu.edu>, Lindsey Allen <lindsey.mrjc@gmail.com>, Lyndsey Westall <Lyndsey.westall@vayahealth.com>, Roger Hayley <roger.hayley@rhanet.org>, Tammy Carpenter <tammy.sparks@yanceycountync.gov>, Ryan Higgins <ryan.higgins@yanceycountync.gov>, Lynn Austin <Lynn.Austin@yanceycountync.gov>, Crystal Hoilman <crystal.hoilman@ncdps.gov>

Good Afternoon,

Attached is a copy of the RFP for FY 2025-2026. This will be in this week's issue of The Times Journal and will also be posted of the county website. The deadline to receive applications is February 14, 2025, at 5:00 p.m.

If you know of anyone who would be interested in this, please let them know.

Thank you. Have a great day.

Glenna

**2025-2026 JCPC RFP Newspaper Copy Jan 6, 2025.doc**

32K

RFP for Juvenile Crime Prevention Council



Glenna Taylor <gtaylor@ncsu.edu>
to Katie

Mon, Jan 13, 3:38 PM

Hi Katie,

Attached is the RFP (Request for Proposals) for FY 2025-2026 for the JCPC (Juvenile Crime Prevention Council).

Would you please post this on the county website? The deadline to receive the applications is February 14, 2025, at 5:00 p.m. This is also being listed in the January 15 issue of TheTimes Journal. If you have any questions, please let me know.

Thank you for your assistance. Have a great day.

Glenna Taylor

One attachment • Scanned by Gmail

SECTION VI: BUDGET NARRATIVE

JCPC Administration		Fiscal Year	FY 25-26
Item #	Justification	Expense	In Kind Expense
120	JCPC Administrative Assistant. 10 hrs/mo X 11 mos X \$22/hr	\$2,420	
180	FICA / Medicare \$2420 x .0765	\$185	
220	Food for JCPC meetings and events	\$0	
260	Office supplies for JCPC	\$166	
310	Travel \$.70 x 71 miles	\$50	
390	Community outreach and promotion events.	\$3,179	
TOTAL		\$6,000	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
JCPC Administrative Assistant	\$2,420	
TOTAL	\$2,420	



G. Edward Towson, II., CPA
 Harvey Jenkins, CPA
 Shon Norris, CPA, CFP®
 Eric Michael, CPA
 Daniel R. Mullinix, CPA
 Terry Andersen, CPA
 Travis Keever, CPA
 Cheryl McCormick, CPA

April 7, 2025

To the Board of Commissioners
 And Members of Management
 Yancey County
 110 County Square
 Burnsville, NC 28714

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objectives and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Yancey County as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Yancey County’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Yancey County’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Required schedules for Law Enforcement Officers’ Special Separation Allowance

3. Required schedules for the Local Government Employees' Retirement System
4. Required schedules for Other Postemployment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies Yancey County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, other schedules
2. Schedule of expenditures of federal and state awards

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually-or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor's Responsibilities for the Audit of Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls

Audit Procedures—Internal Control

We will obtain an understanding of the County and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and to obtain evidence sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance (if a Single Audit is required), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Yancey County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Yancey County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to an audit. The purpose of these procedures will be to express an opinion on Yancey County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that County programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under *Government Audit Standards* and under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19

related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reproduction of Audit Report

If the County plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to County employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the County's premises. This assistance will serve to facilitate the progress of our work.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and members of the Board of Commissioners at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the County. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards (if applicable), and related notes of Yancey County in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (if applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the County in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the County. However, we will provide advice and recommendations to assist management of the County in performing its functions and fulfilling its responsibilities.

The County agrees to perform the following functions in connection with our performance of the financial statement services:

- a. Make all management decisions and perform all management functions with respect to the financial statement services provided by us.
- b. Assign Brandi Burluson to oversee the financial statement services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The County must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the members of the Board of County Commissioners of Yancey County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the County hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the County's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2025 and to issue our reports no later than December 31, 2025. Travis S. Keever is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our charges to the County for the services described above are expected to be \$46,900 for the financial statement audit, \$8,500 for financial statement preparation, and \$19,500 for the audit in accordance with the Uniform Guidance and State Single Audit Implementation Act (subject to an additional variable fee of \$4,750 for each major program over 1).

The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time necessary to complete your audit will approximately 600 hours in total. If significant additional time is necessary (over 625 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our fee structure for these services is as follows:

Financial statement audit - base fee	\$ 46,900
Financial statement preparation	<u>8,500</u>
Financial statement audit total	55,400
Compliance base fee	<u>19,500</u>
Base fee total	<u>\$ 74,900</u>
Fee for each major program over 1	<u>\$ 4,750</u>
Separate Fees Not Included Above:	
Data Collection Form	<u>\$ 750</u>

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

As a result of future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon our completion of the audit. Our reports will be addressed to the members of the Board of County Commissioners for Yancey County, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We believe the foregoing letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission.

Very truly yours,



Travis S. Keever
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Yancey County.

Management signature: Brandi Burlison

Title: Finance Officer

Date: 6/9/25

Governance signature: Jeff Whitson

Title: Chairman

Date: 6/9/25

The	Governing Board Board of Commissioners
of	Primary Government Unit Yancey County
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Gould Killian CPA Group, P.A.
	Auditor Address 100 Coxe Avenue, Asheville, NC 28801

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the! Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall besubjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall!be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate!DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic!financial statements shall include budgetary comparison information in a budgetary comparison statement,!rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: Brandi Burleson	Title and Unit / Company: Finance Director/Yancey County	Email Address: brandi.burleson@yanceycountync.gov
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OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Yancey County
Audit Fee (financial and compliance if applicable)	\$ 66,400 (includes 1 major program)
Fee per Major Program (if not included above)	\$ 4,750 (starting with 2nd major program, NTE includes 8 total)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 8,500
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 108,150

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed)* Travis S. Kever	Signature* 
Date* 04/08/25	Email Address* tkeever@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit* Yancey County	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Jeff Whitson	Signature* 
Date 6/9/25	Email Address* jeff.whitson@yanceycountync.gov

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 108,150
Primary Governmental Unit Finance Officer* (typed or printed) Brandi Burleson	Signature* 
Date of Pre-Audit Certificate* 6/9/2025	Email Address* brandi.burleson@yanceycountync.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

Contract # 2601 Fiscal Year Begins 7/1/2025 Ends 6/30/2026

This contract is hereby entered into by and between the Yancey County Department of Social Services (the "County") and Hockaday and Hockaday, PA (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-1794659.

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

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

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on 7/1/2025 and shall terminate on 6/30/2026. This contract must be twelve months or less.**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 66,000 per year.

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

b. The Contractor's matching requirement is \$ _____, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$ _____.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Danny Hockaday, Attorney	Name & Title	Danny Hockaday, Attorney
Company Name	Hockaday and Hockaday, PA	Company Name	Hockaday and Hockaday, PA
Mailing Address	PO Box 65	Street Address	PO Box 65
City State Zip	Burnsville, NC 28714	City State Zip	Burnsville, NC 28714
Telephone	(828) 682-7060		
Fax	(828) 682-4257		
Email	brandy75@msn.com		

10. Supplementation of Expenditure of Public Funds:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

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

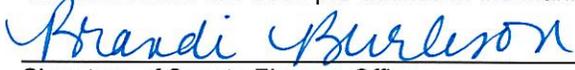
Signature Date

Printed Name Title

COUNTY

Signature (must be legally authorized to sign contracts for County DSS) Date
Lynn Austin
County Manager
6/10/25

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


Signature of County Finance Officer Date
6/10/25

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

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

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B – Scope of Work

**Federal Tax Id. 56-1794659
Contract # 2601**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: HOCKADAY and HOCKADAY, PA
2. *If different* from Contract Administrator Information in General Contract:
Address PO Box 65
Burnsville, NC 28714
Telephone Number: (828) 682-7060 Fax Number: (828) 682-4257
Email: brandy75@msn.com
3. Name of Program (s): Attorney for Agency
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year 7/1/2025 through 6/30/2026

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

Danny Hockaday will handle all legal services as a part of the following:

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

If there is a conflict of interest case, then Danny Hockaday will obtain legal representation for YCDSS at not more than the rate \$200.00 per hour retainer fee or up to the current State maximum fee.

YCDSS will reimburse Hockaday and Hockaday, PA for amounts charged for subpoenaed clients. This in no way constitutes a contract between YCDSS and aforementioned. Payment for cases that return to court for Guardianship will only be reimbursed if the YCDSS is legally required to be involved.

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

1. Standard Fixed Rate Maximum Allowable of \$200.00 per hour for all legal services, except preparation of adoption petitions and associated fees.
2. Adoption petitions maximum allowable of \$1,100 per petition plus associated fees incurred required to process the adoption. (e.g. filing fees, birth certificates).

D. Number of units to be provided: Varies

E. Details of Billing process and Time Frames:

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

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



County Manager
Yancey County

6/10/25

Date

Danny Hockaday, Attorney
Hockaday and Hockaday, PA

Date

FEDERAL CERTIFICATIONS

The undersigned states that:

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

Signature

Title

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Address

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

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

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

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

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

Contract # 2601
Hockaday and Hockaday, PA

ATTACHMENT D
Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____ [enter name of entity]

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

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

Attachment E – No Overdue Tax Debts

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

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

**Hockaday and Hockaday, PA
PO Box 65
Burnsville, NC 28714**

July 1, 2025

To: Yancey County Department of Social Services

Certification:

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

Sworn Statement:

Danny Hockaday, being duly sworn, say that I am the Partner of the practice of Hockaday and Hockaday, PA of Burnsville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Partner

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

(Notary Signature and Seal)

My Commission Expires: _____

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

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

This Agreement is made effective the **1st** day of **July, 2025**, by and between **Yancey County Department of Social Services** (“Covered Entity”) and **Hockaday and Hockaday, PA** (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **Contract #2601 Attorney for Agency** (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Yancey County** as the **Yancey County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

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

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

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

Signature _____ Date _____

Printed Name _____ Title _____

COUNTY

Gynn Austin

6/10/25

Signature *(must be legally authorized to sign contracts for County DSS)* _____ Date _____

Printed Name *Gynn Austin* _____ Title *County Manager* _____

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

Contractor: Hockaday and Hockaday, PA Contract Number: 2601 Date: July 1, 2025 to June 30, 2026

HIPAA ASSESSMENT FORM

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

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

Rev: 7-1-2013

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Yancey County Department of Social Services

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

Contractor's Name: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

ATTACHMENT N

Yancey County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

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

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

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

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

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

CONTRACTOR: Hockaday and Hockaday, PA

COUNTY DEPARTMENT: Yancey DSS

SUBJECT OF CONTRACT: Legal Services

DATE/TERM OF CONTRACT: July 1, 2025 – June 30, 2026

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

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

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

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

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

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

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

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

For the CONTRACTOR: _____ Title: _____
For YANCEY COUNTY: Angela Austin Title: County Manager

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

By: Brandi Burlison
Yancey County Finance Officer

CONTRACT PROVIDER NAME: ___ Hockaday & Hockaday

CONTRACT NUMBER: _____ 2601

CONTRACT PERIOD: _____ 7/1/2025 to 6/30/2026

PROVIDER'S FISCAL YEAR: _____

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

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

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

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

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

10. Supplementation of Expenditure of Public Funds:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

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

Signature Date

Printed Name Title

COUNTY

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

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


Signature of County Finance Officer Date
6/10/25

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

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

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B – Scope of Work

Federal Tax Id. 82-0605350

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Leake & Stokes, PLLC
2. *If different* from Contract Administrator Information in General Contract:
Leake & Stokes, PLLC
One Oak Plaza, Suite 207
Asheville, NC 28801

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

Email: stokeslawoffice@bellsouth.net

3. Name of Program (s): Agency Attorney in Conflict Cases
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year 7/1/2025 through 6/30/2026

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

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

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

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

SIS Service Code 349

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

1. Standard Fixed Rate Maximum Allowable of \$200.00 per hour.

D. Number of units to be provided: Varies

E. Details of Billing process and Time Frames:

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

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



County Manager
Yancey County

6/10/25
Date

Attorney

Date

FEDERAL CERTIFICATIONS

The undersigned states that:

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

Signature

Title

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Address

1. Offices of Leake & Stokes, PLLC
2. Yancey County Courthouse
3. Yancey County Department of Social Services

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

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

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

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

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

Contract # 2605
Leake & Stokes, PLLC

ATTACHMENT D Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____ [enter name of entity]

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

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

Attachment E – No Overdue Tax Debts

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

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

**Leake & Stokes, PLLC
One Oak Plaza, Suite 207
Asheville, NC 28801**

July 1, 2025

To: Yancey County Department of Social Services

Certification:

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

Sworn Statement:

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

Attorney

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

(Notary Signature and Seal)

My Commission Expires: _____

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

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

This Agreement is made effective the **1st** day of **July, 2025**, by and between **Yancey County Department of Social Services** (“Covered Entity”) and **Leake & Stokes, PLLC** (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **Contract #2605 Attorney for Agency** (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Yancey County** as the **Yancey County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

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

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

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

Signature

Date

Printed Name

Title

COUNTY


6/10/25

Signature

(must be legally authorized to sign contracts for County DSS)

Date

Printed Name

Lynn Austin

County Manager

Title

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

Contractor: Leake & Stokes, PLLC Contract Number: 2605 Date: 7/1/2025 to 6/30/2026

HIPAA ASSESSMENT FORM

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

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

Rev: 7-1-2013

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Yancey County Department of Social Services

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

Contractor's Name: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

ATTACHMENT N

Yancey County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

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

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

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

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

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

CONTRACTOR: Leake & Stokes, PLLC

COUNTY DEPARTMENT: Yancey County DSS

SUBJECT OF CONTRACT: Legal Services

DATE/TERM OF CONTRACT: July 1, 2025 – June 30, 2026

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

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

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

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

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

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

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

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

For the CONTRACTOR: 

Title: _____

For YANCEY COUNTY 

Title: County Manager

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

By: 
Yancey County Finance Officer

CONTRACT PROVIDER NAME: Leake & Stokes, PLLC
CONTRACT NUMBER: 2605
CONTRACT PERIOD: 7/1/2025 to 6/30/2026
PROVIDER'S FISCAL YEAR: _____

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

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

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

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

Contract # 2608 Fiscal Year Begins 7/1/2025 Ends 6/30/2026

This contract is hereby entered into by and between the Yancey County Department of Social Services (the "County") and Donny J. Laws, Attorney (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-1487880 .

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

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

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

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

3. Effective Period: This contract shall be effective on 7/1/2025 and shall terminate on 6/30/2026. This contract must be twelve months or less.

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

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 21,600 per year.

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

b. The Contractor's matching requirement is \$ _____, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$21,600

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donny J. Laws, Attorney	Name & Title	Donny J. Laws, Attorney
Mailing Address	PO Box 397	Street Address	131 E. Main St, Suite D
City State Zip	Burnsville, NC 28714	City State Zip	Burnsville, NC 28714
Telephone	(828) 682-9645		
Fax	(828) 682-4312		
Email	bhoilmanlaw@gmail.com donnyjoellaws@gmail.com		

10. Supplementation of Expenditure of Public Funds:

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

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

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

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

Signature Date

Printed Name Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* 6/10/25
Date
Lynn Austin County Manager
Title

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


Signature of County Finance Officer 6/10/25
Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

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

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. # 56-1487880

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: DONNY J. LAWS, ATTORNEY
2. *If different* from Contract Administrator Information in General Contract:
Address PO Box 397
Burnsville, NC 28714
Telephone Number: (828) 682-9645 Fax Number: (828) 682- 4312
Email: sramseylaw@gmail.com
3. Name of Program (s): Attorney For Agency – Child Support Enforcement
4. Status: Public Private, Not for Profit X Private, For Profit
5. Contractor's Financial Reporting Year 7/1/2025 through 6/30/2026

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

Donny J. Laws will handle all legal services in the district court division for the Child Support Enforcement unit of Yancey County Department of Social Services (YCDSS). This specifically excludes services for all appeals.

SIS Service Code 449

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

1. Standard Fixed Rate Maximum Allowable of \$200.00 per hour.
2. Contract not to exceed \$21,600.

D. Number of units to be provided: Varies

E. Details of Billing process and Time Frames:

Billing will be submitted by the end of each month. All bills will be submitted by the end of the fiscal year.

F. Area to be served/Delivery site(s): Child Support Enforcement



County Manager
Yancey County
6/10/25

Date

Donny J. Laws, Attorney

Date

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

 - [] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Address

1. Offices of Donny J. Laws, Attorney
2. Yancey County Courthouse
3. Yancey County Department of Social Services

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

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

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

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

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

Contract # 2608
Donny J. Laws, Attorney

ATTACHMENT D
Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____ [enter name of entity]

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

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

Attachment E – No Overdue Tax Debts

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

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

**Donny J. Laws, Attorney
PO Box 397
Burnsville, NC 28714**

July 1, 2025

To: Yancey County Department of Social Services

Certification:

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

Sworn Statement:

Donny J. Laws, being duly sworn, say that I am an attorney of the practice of Donny J. Laws, Attorney of Burnsville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Attorney

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

(Notary Signature and Seal)

My Commission Expires: _____

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

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

This Agreement is made effective the **1st** day of **July, 2025**, by and between **Yancey County Department of Social Services** (“Covered Entity”) and **Donny J. Laws, Attorney** (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **Contract #2608 Attorney for Agency** (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Yancey County** as the **Yancey County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

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

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

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

Signature _____ Date _____

Printed Name _____ Title _____

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* _____ Date _____

Printed Name _____ Title _____

Rev. 6-7-2015

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

Contractor: Donny J. Laws, Attorney Contract Number: 2608 Date: July 1, 2025 to June 30, 2026

HIPAA ASSESSMENT FORM

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

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

Rev: 7-1-2013

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

Contractor's Name: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

ATTACHMENT N

Yancey County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

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

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

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
- (Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)Page 2 of 3

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

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

CONTRACTOR: Donny J. Laws, Attorney

COUNTY DEPARTMENT: Yancey County DSS

SUBJECT OF CONTRACT: Legal Services

DATE/TERM OF CONTRACT: July 1, 2025 – June 30, 2026

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

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

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

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

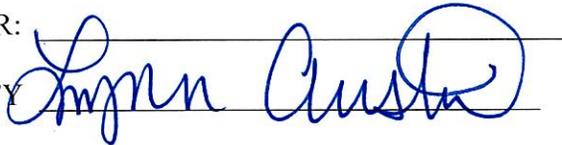
No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Yancey County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

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

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

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

For the CONTRACTOR:



Title: _____

For YANCEY COUNTY



Title: County Manager

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

By: Bradi Burlison
Yancey County Finance Officer

CONTRACT PROVIDER NAME: Donny J. Laws
CONTRACT NUMBER: 2608
CONTRACT PERIOD: 7/1/2025 to 6/30/2026
PROVIDER'S FISCAL YEAR: _____

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

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

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

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

5/20/25
F.Y.

Attachment E

Memorandum

To: Yancey County Board of Commissioners
From: Danny McIntosh, Tax Administrator
Date: June 2, 2025
Re: Request Release and Adjustment of Taxes on Yancey County owned parcels

Request for Release and Adjustment of Taxes and Interest on parcels owned by Yancey County deemed as Surplus Property Per G.S. 105-278.1 (b) (a list of the parcels is available upon request)

TOTAL OF RELEASE ON PARCELS **\$956.70**

YANCEY COUNTY
REVISED CAPITAL PROJECT ORDINANCE FOR
RAY-CORT PARK RENOVATIONS PHASE II

BE IT HEREBY ORDAINED by the Yancey County Board of County Commissioners that, pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes, the following revised capital project ordinance is hereby adopted:

SECTION 1: That the project authorized hereby is the development of the Ray-Cort Park Renovations Phase II for the citizens of Yancey County.

SECTION 2: Yancey County staff is hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes and the budget contained herein.

SECTION 3: The following revenues and resources are anticipated to be available to complete the project activities:

Revenues:

From:	Amount:
Appropriation from General Fund	\$1,223,600
NC Division of Parks & Recreation – PARTF Grant	<u>\$ 350,000</u>
Total:	\$1,573,600

SECTION 4: The following expenditures are hereby appropriated for the project activities:

Expenditures:

For:	
Application Preparation, Project Administration & Design	\$ 134,250
Recreation Building	\$1,323,600
Pedestrian Bridge	\$ 9,250
Basketball/Pickleball Court	\$ 13,500
Grass Swale	\$ 3,000
Reconfigured Upper Parking Lot	\$ 68,500
Enhanced Nature Trail Loop	<u>\$ 21,500</u>
Total:	\$ 1,573,600

SECTION 5: The Yancey County Finance Office is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes.

SECTION 6: The Yancey County Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any other direction, authorization, or consent, including without limitation any and all contract documents, change orders, and any other such documents as may be necessary to give direction to architects, contractors, and others in completing this capital project. Further that the County Manager is authorized to transfer appropriations within the various line items of this capital project ordinance as he/she deem necessary, according to the law. Further that the County Manager shall from time to time report to the Board of Commissioners as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

SECTION 7: Copies of this amended capital project ordinance shall be made available to all Yancey County staff for the purposes of direction in carrying out the completion of this capital project.

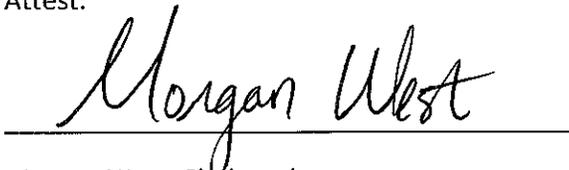
SECTION 8: This amended capital project ordinance is adopted on this the 9th day of June, 2025 for the purpose of revising revenues and expenditures per North Carolina General Statute 159.



Hon. Jeff Whitson, Chairman

Yancey County Board of Commissioners

Attest:



Morgan West, Clerk to the

Yancey County Board of Commissioners



YANCEY COUNTY
CAPITAL PROJECT ORDINANCE FOR
KID MOUNTAIN PARK

BE IT HEREBY ORDAINED by the Yancey County Board of County Commissioners that, pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes, the following amended capital project ordinance is hereby adopted:

SECTION 1: That the project authorized hereby is the development of the Kid Mountain Park for the citizens of Yancey County.

SECTION 2: Yancey County staff is hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes and the budget contained herein.

SECTION 3: The following revenues and resources are anticipated to be available to complete the project activities:

Revenues:

From:	Amount:
Appropriation from General Fund	\$ 326,049
NC Division of Parks & Recreation – PARTF Grant	<u>\$ 305,725</u>
Total:	\$ 631,774

SECTION 4: The following expenditures are hereby appropriated for the project activities:

Expenditures:

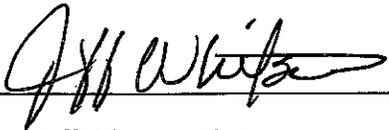
For:	
Project Administration	\$ 30,000
Cameras/Security	\$ 5,085
Demo & New Equipment/Construction	\$ 585,139
Fencing	<u>\$ 11,550</u>
Total:	\$ 631,774

SECTION 5: The Yancey County Finance Office is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes.

SECTION 6: The Yancey County Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any other direction, authorization, or consent, including without limitation any and all contract documents, change orders, and any other such documents as may be necessary to give direction to architects, contractors, and others in completing this capital project. Further that the County Manager is authorized to transfer appropriations within the various line items of this capital project ordinance as he/she deem necessary, according to the law. Further that the County Manager shall from time to time report to the Board of Commissioners as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

SECTION 7: Copies of this amended capital project ordinance shall be made available to all Yancey County staff for the purposes of direction in carrying out the completion of this capital project.

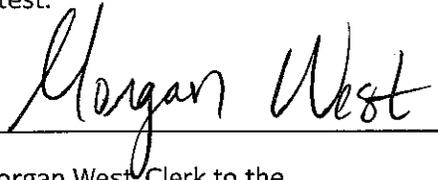
SECTION 8: This amended capital project ordinance is adopted on this the 9th day of June, 2025 for the purpose of setting revenues and expenditures per North Carolina General Statute 159.



Hon. Jeff Whitson, Chairman

Yancey County Board of Commissioners

Attest:



Morgan West, Clerk to the

Yancey County Board of Commissioners



YANCEY COUNTY
CAPITAL PROJECT ORDINANCE FOR
TROPICAL STORM HELENE DEBRIS REMOVAL

BE IT HEREBY ORDAINED by the Yancey County Board of County Commissioners that, pursuant to section 13.2 of Chapter 159 of the North Carolina General Statutes, the following capital project ordinance is hereby adopted:

SECTION 1: That the project authorized hereby is the removal of debris caused by Tropical Storm Helene in Yancey County.

SECTION 2: Yancey County staff is hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes and the budget contained herein.

SECTION 3: The following revenues and resources are anticipated to be available to complete the project activities:

Revenues:

From:	Amount:
Appropriation from FEMA (Right of Way Debris Removal)	\$ 6,327,263
Appropriation from FEMA (Water Way Debris Removal)	\$ 27,300,000
Appropriation from FEMA (Private Property Debris Removal)	\$ 10,789,980
Appropriation from FEMA (Emerg Access-Private Mat Bridges)	\$ 228,945
Appropriation from FEMA (Emergency Work)	\$ <u>25,000</u>
Total:	\$ 44,671,188

SECTION 4: The following expenditures are hereby appropriated for the project activities:

Expenditures:

For:	
Debris Monitoring (ROWDR)	\$ 1,460,138
Right of Way Debris Removal (ROWDR)	\$ 4,867,125
Debris Monitoring (WWDR)	\$ 6,300,000
Water Way Debris Removal (WWDR)	\$ 21,000,000
Debris Monitoring (PPDR)	\$ 2,489,996
Private Property Debris Removal (PPDR)	\$ 8,299,984
Emerg Access-Private Mat Bridges	\$ 228,945

Emergency Work (Tank in Micaville)

\$ 25,000

Total:

\$ 44,671,188

SECTION 5: The Yancey County Finance Office is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes.

SECTION 6: The Yancey County Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any other direction, authorization, or consent, including without limitation any and all contract documents, change orders, and any other such documents as may be necessary to give direction to architects, contractors, and others in completing this capital project. Further that the County Manager is authorized to transfer appropriations within the various line items of this capital project ordinance as he/she deem necessary, according to the law. Further that the County Manager shall from time to time report to the Board of Commissioners as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

SECTION 7: Copies of this amended capital project ordinance shall be made available to all Yancey County staff for the purposes of direction in carrying out the completion of this capital project.

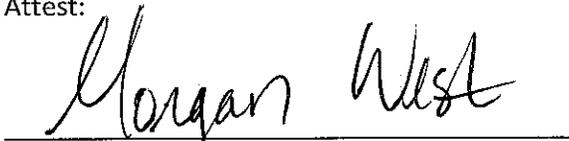
SECTION 8: This capital project ordinance is adopted on this the 9th day of June, 2025 for the purpose of revising revenues and expenditures per North Carolina General Statute 159.



Hon. Jeff Whitson, Chairman

Yancey County Board of Commissioners

Attest:



Morgan West, Clerk to the

Yancey County Board of Commissioners





To the Yancey County Commissioners:

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.27. The said owners of their property in the South Toe Township have met or exceeded the Yancey County 911 Road Naming requirements for their roadway to be named under Section 2.26 Road Naming Procedures for Private Roads.

ROAD NAMING

SECTION TWO - Road Naming. This section and the subsections herein under provide for the naming of roads within Yancey County.

2.20 AUTHORITY

This section is adopted under the authority and provisions of G.S. §§ 153A-45, 153A-47, 153A-121, 153A-238, and 153A-239.1, and any applicable local modifications thereto.

2.23 DUTIES OF THE ADDRESSING COORDINATOR

ADDRESSING COORDINATOR. The official of the county charged with the administration of this section, including any authorized agent(s) or delegate(s).

Under the authority set forth in § 2.20, Addressing Coordinator, shall develop and maintain a list of all road names in the county as well as Official County Map Booklet exhibiting the approved names and location of all roads in the county. It shall also serve as a clearinghouse for all information regarding the names and location of roadways in the county.

2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private or public roads which have no name on file with Addressing Coordinator, that department shall first determine if at least 80% of lands owners adjacent to the road are in agreement as to a particular name. In the event of such agreement and upon the recommendation of the Addressing Coordinator, the County Board of Commissioners shall have the option of declaring the newly selected name to be the official road name and it shall be placed on file in accordance with § 2.23 above.

(B) In the event that there are private or public roads which have no name on file with Addressing Coordinator, and in the event that an agreement has not been reached by at least 80% of adjacent land owners as to a particular name, that department shall make a name recommendation to the County Board of Commissioners which shall thereupon hold a public hearing, upon at least ten days prior notice published once in a newspaper of general circulation in the county setting forth the time, place, and subject matter of the public hearing. In addition, the Board of Commissioners shall cause the notice to be posted at the County Courthouse and in at least two public places in the township in which the road is located.

(C) **CAMPERS/RV's/MOTORHOMES.** Are Not eligible for the road naming process. It will be up to the discretion of the Addressing Coordinator for the final decision of this process.

2.26 NOTICE OF ACTION FOR ALL ROADS

(A) A road name shall be assigned to any public or private road, or roadway which provides access to three or more residences, businesses, industries, or combination thereof, regardless of the length of the road, as to the terms of Section One 1.05 Definitions Building.

The Addressing Coordinator is authorized to determine the need for road names and name changes and to recommend such additions or changes to the County Commissioners for both private and public roads within any area of the county subject to this ordinance.

2.27 MOBILE HOME PARKS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS, APARTMENTS, PUBLIC HOUSING DEVELOPMENTS AND, TRAVEL TRAILER PARKS.

(A) Where county records are incomplete, the owners of existing mobile home parks, condominiums, planned unit developments, apartments, public housing developments and, travel trailer parks shall, upon request of the Addressing and Mapping Department, submit a legible and accurate map of their development, including but not limited to the location, name, and width of each roadway. Each building within the development must also be identified.

(B) If street names are being requested for a Development/Subdivision, the applicant must submit a digital or a legible full sized printed plan (minimum 18"x24") for the development. If the development/subdivision is a multiphase development/subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision plat is approved by the Addressing and Mapping Department.

(C) Developers that are supplying their own road signs, are responsible for the cost of material and installation of the new 911 street signs. All 911 street signs and installations will follow the Yancey County Addressing and Road Naming Ordinance and the North Carolina Department of Transportation Guidelines.

It is my recommendation for the section of private drive that comes off Lower Browns Creek Rd and contains all person's property in the signed petition to be named: Browns Creek Campground Dr

Mark Thomas
Yancey County
Address Coordinator

To the General Public,

5/19/2025

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.27. The said land owners in the South Toe Township have met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 Road Naming Procedures for Private Roads. The land owners' driveway that comes off of Lower Browns Creek Rd would like to name their roadway: Browns Creek Campground Dr.

Mark Thomas
Yancey County
Address Coordinator
GIS Technician
110 Town Sq Rm 7
Burnsville, NC 28714
828-682-1813
Mark.Thomas@yanceycountync.gov





STREET NAME APPLICATION FORM

Yancey County Addressing and Mapping Department
email: mark.thomas@yanceycountync.gov
110 Town Sq Room 7
Burnsville, NC 28714
Phone: 828-682-1813

Proposed Name of Road: Browns Creek Campground Drive
Beginning at (cross street): _____

Is this street in a subdivision? _____ If yes, subdivision name: _____

***Note: If a developer is supplying the road signs they are responsible for the cost of materials and installation of the new 911 street name signs. All 911 street signs and installations will follow the Yancey County Addressing and Road Naming Ordinance and the North Carolina Department of Transportation guidelines.**

Applicant's Name: Keith Primmell
Address: 68 Woodstock Dr. Burnsville NC 28714
Telephone: 828 208 6342

I am in favor of the proposed street name change.

Printed Name	Address	Day Phone	Signature & Date
<u>KEITH PRIMMELL</u>	<u>68 WOODSTOCK Drive</u>	<u>828 208 6342</u>	<u>Keith Primmell</u>
	<u>Burnsville, NC. 28714</u>		

***Note: The applicant is responsible for recording development plats, including any associated fees.**

*Note: If street name(s) are being requested for a new subdivision the applicant must submit a full sized printed and digital legible plan for the subdivision. If the subdivision is a multiphase subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision plat is approved by the governing authority.

Application Requirements: A Street Name Application must be circulated among affected property owners. The Street Name Application must contain names, addresses, and signatures of all affected property owners. An affected property owner is one who owns an interest in property adjacent to the street. At least 80% of the affected property owners, must sign the application in order to initiate the street name process as deemed by Yancey County Addressing and Road Name Ordinance. Applications must be completed with signatures of the affected property owners in order for the application process to be presented to the County Commissioners for final approval.

Return completed application and petition of property owners to:
Yancey County Addressing and Mapping Department



THIS IS NOT A SURVEY, THIS IS NOT A PLAN
 THIS IS A SITE PLAN, PLEASE DO NOT
 CONSIDER THIS AS A SURVEY OR PLAN
 THIS IS NOT A SURVEY, THIS IS NOT A PLAN
 THIS IS A SITE PLAN, PLEASE DO NOT
 CONSIDER THIS AS A SURVEY OR PLAN

1 inch = 175 feet

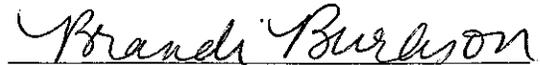
075803313660000
PRESNELL, KEITH & MICHELE
22.848Acres
871/595

THIS IS NOT A SURVEY. THIS IS NOT A PLAN.
THIS IS A TAX MAP FOR TAXING PURPOSES
ONLY!!!

DISCLAIMER: The information contained on
this page is NOT to be construed or used as a
"legal description". Map information is be-
lieved to be accurate but accuracy is not
guaranteed.



This Amendment has been pre-audited as required
by the Local Government Budget and Fiscal Control Act


Finance Officer

AMENDMENT
to
Loan Agreement between the State of North Carolina
(by and through the North Carolina Department of State Treasurer) and the
County of Yancey, North Carolina

This amendment (“Amendment”) to the above-identified agreement is hereby made and entered into by the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the County of Yancey, North Carolina (“Recipient”), as of the effective date established hereinbelow.

RECITALS

- A. Pursuant to the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II, NCDST and Recipient entered the above-identified agreement to establish terms and conditions governing NCDST’s disbursement of loan proceeds to Recipient (the “Loan Agreement”).
- B. The terms of the Loan Agreement require Recipient to seek alternative sources of funding—namely, federal funding support, insurance proceeds, and private donations (generally, “Alternative Funding”)—to pay for the disaster response activities on which Recipient’s loan origination was based. The terms of the Loan Agreement also provide that, upon receiving any such Alternative Funding, Recipient must remit the equivalent amount of loan proceeds to NCDST: (i) within five business days in the case of federal funding support, and (ii) “promptly” in the case of insurance proceeds and private donations.
- C. Until recently, NCDST was unaware of certain facts and circumstances concerning the nature and timing of the Alternative Funding available to Recipient. In light of those facts and circumstances, NCDST has determined that the provisions of the Loan Agreement requiring Recipient to repay loan proceeds within five business days, or else “promptly,” each time Recipient receives Alternative Funding, are likely to have the unintended consequence of restricting, rather than securing, the cashflow liquidity available to Recipient in the months and years ahead, defeating the very purpose of the Cashflow Loan Program.
- D. In light of the above, and as provided in Section 10. of the Loan Agreement (pertaining to amendments), NCDST and Recipient now wish to enter this Amendment to modify those provisions of the Loan Agreement pertaining to the repayment obligations of Recipient in connection with its receipt of Alternative Funding.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties do hereby agree as follows:

1. Modifications to Loan Agreement.

- (a) Subsection e. to section 3. of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:
 - e. ~~Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public~~

~~Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: the five-year anniversary of the Loan Date; or (b) June 30, 2030.~~

(b) Section 3., subsection g., of the Loan Agreement is hereby amended by deleting the stricken text and inserting the underlined text appearing below:

g. As provided in the Authorizing Act:

- (i) ~~RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 2030.~~ RESERVED.
- (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
- (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall ~~promptly~~ promptly remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection e. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

2. Effect of Amendment.

- (a) Except as expressly provided herein, all terms, conditions and provisions of the Loan Agreement shall remain in full force and effect and are hereby ratified and confirmed by Recipient.
- (b) This Amendment is not intended to modify any term, condition or provision contained in any of the loan documents associated with RECIPIENT's Loan Agreement (the "Associated Loan Documents"). All terms, conditions and provisions of the Associated Loan Documents shall remain in full force and effect, modified only to the extent necessary to accomplish the purposes of this Amendment.
- (c) On and after the effective date hereof, unless the context clearly requires otherwise, any reference to the Loan Agreement contained in the Associated Loan Documents or in the Loan Agreement itself shall be interpreted as a reference to the Loan Agreement as amended by this Amendment.

3. **Effective Date.** The provisions of this Amendment shall become effective upon the date on which NCDST has received the following:

(a) This Amendment, duly executed and delivered by Recipient and NCDST; and

(b) A certified copy of a resolution authorizing execution of this Amendment substantially in the form of Exhibit A, duly executed and delivered by RECIPIENT.

4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Amendment may be delivered by facsimile or in Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

IN WITNESS WHEREOF, each of the Parties hereto has caused its duly authorized representative, as applicable, to execute this Amendment Number One as of the dates written below.

North Carolina Department of State Treasurer

County of Yancey

Name: _____

Name: Brandi Burtleson

Title: _____

Title: Finance Officer

Signature: _____

Signature: Brandi Burtleson

Date: _____

Date: 6/9/25

EXHIBIT A

**RESOLUTION TO APPROVE AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA
(BY AND THROUGH THE NORTH CAROLINA DEPARTMENT OF STATE TREASURER) AND THE
COUNTY OF YANCEY**

WITNESSETH:

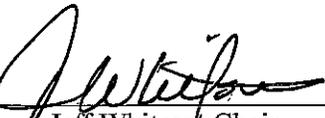
WHEREAS, the County of Yancey previously approved and entered into a loan agreement (“Loan Agreement”) and promissory note with the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), in connection with the Hurricane Helene Cash Flow Loan Program created by the North Carolina General Assembly under the Disaster Recovery Act of 2024 – Part II (Session Law 2024-53, as amended by Session Law 2024-57); and

WHEREAS, NCDST has agreed to modify those provisions of the Loan Agreement pertaining to the repayment obligations of Yancey County upon Yancey County’s receipt of “Alternative Funding” (as that term is defined in the Amendment), towards the end of maximizing the cashflow liquidity available to Yancey County for disaster response activities in the months and years ahead (“Amendment to Loan Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY YANCEY COUNTY:

1. That the Amendment to Loan Agreement presented by the North Carolina Department of State Treasurer is hereby approved.
2. That the County Manager is authorized to execute the attached Amendment to Loan Agreement (or one substantially equivalent thereto) and to take such other actions as necessary to secure disaster recovery loan funding from the State of North Carolina.

Adopted, this the 9th day of June, 2025 by the Yancey County Board of Commissioners.

By: 

Jeff Whitson, Chair

ATTEST:


Morgan West, Clerk to the Board

YANCEY COUNTY TAX ADMINISTRATION

Attachment I

End of Month Breakout

Outstanding Balances through 04/30/2025

Description	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	Total 2014
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 DISTRICT Vehicle Tax						\$68.96	\$47.14	\$0.40			\$116.50
RAMSEYTOWN FIRE DISTRICT Vehicle Tax						\$6.41	\$0.82	\$3.94			\$11.17
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax						\$151.60	\$109.07	\$1.18			\$261.85
JACKS CREEK FIRE DISTRICT Vehicle Tax					\$205.81	\$24.84	\$40.51	\$31.95			\$303.11
BRUSH CREEK FIRE DISTRICT Vehicle Tax						\$41.24	\$57.91				\$99.15
CRABTREE FIRE DISTRICT Vehicle Tax					\$72.92	\$307.68	\$193.67	\$35.82			\$610.09
SOUTH TOE FIRE DISTRICT Vehicle Tax					\$18.14	\$221.98	\$115.29	\$15.00			\$370.41

PENSACOLA FIRE DISTRICT Vehicle Tax		\$136.96	\$141.90	\$77.70	\$356.56
PRICES CREEK FIRE DISTRICT Vehicle Tax	\$4.86	\$28.70	\$52.92	\$160.16	\$246.64
County Vehicle Interest	\$2,334.56	\$6,199.91	\$7,909.32	\$3,238.82	\$19,682.61
TOWN OF BURNSVILLE Vehicle Interest		\$210.09	\$250.77	\$25.02	\$485.88
BURNSVILLE FIRE DISTRICT Vehicle Interes	\$117.99	\$110.79	\$287.14	\$36.02	\$551.94
CANE RIVER FIRE DISTRICT Vehicle Interes		\$56.98	\$78.94	\$3.64	\$139.56
EGYPT FIRE DISTIRCT Vehicle Interest		\$28.95	\$24.63	\$0.01	\$53.59
RAMSEYTOWN FIRE DISTRICT Vehicle Interes		\$2.20	\$0.02	\$1.82	\$4.04
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int		\$64.09	\$54.76	\$0.87	\$119.72
JACKS CREEK FIRE DISTRICT Vehicle Intere	\$85.22	\$11.46	\$23.66	\$22.17	\$142.51
BRUSH CREEK FIRE DISTRICT Vehicle Intere		\$18.30	\$29.31		\$47.61
CRABTREE FIRE DISTRICT Vehicle Interest	\$30.61	\$132.18	\$99.89	\$23.34	\$286.02
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$7.79	\$96.88	\$58.29	\$8.92	\$171.88
PENSACOLA FIRE DISTRICT Vehicle Interest		\$58.93	\$77.04	\$52.19	\$188.16
PRICES CREEK FIRE DISTRICT Vehicle Inter	\$2.22	\$14.95	\$30.43	\$110.98	\$158.58
DMV Vehicle Interest	\$185.10	\$60.73	\$184.60	\$154.30	\$584.73

Totals

\$8,934.47

\$23,155.89

\$26,127.86

\$8,818.90

\$67,037.12

05/01/2025

Yancey County Tax Office

County/District Collection Percentage Report

As of: 04-30-2025

Run Date: 05-01-2025

2024
County

Net Levy \$	Collections \$	Collections %
19,401,548.06	18,867,734.53	97.25

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	415,109.73	406,676.03	97.97
002 - CANE RIVER FIRE DISTRICT	127,815.28	123,783.37	96.85
003 - EGYPT FIRE DISTRICT	134,395.05	131,331.13	97.73
004 - RAMSEYTOWN FIRE DISTRICT	47,458.94	45,658.81	96.21
005 - GREEN MOUNTAIN FIRE DISTRICT	54,095.82	51,924.84	95.99
006 - JACKS CREEK FIRE DISTRICT	131,708.64	127,484.70	96.80
007 - BRUSH CREEK FIRE DISTRICT	63,944.23	61,462.63	96.12
008 - CRABTREE FIRE DISTRICT	317,094.71	306,888.24	96.79
009 - SOUTH TOE FIRE DISTRICT	341,493.49	333,072.22	97.54
010 - PENSACOLA FIRE DISTRICT	172,426.56	168,795.42	97.90
011 - PRICES CREEK FIRE DISTRICT	241,477.97	238,675.25	98.84

District Totals

Net Levy \$	Collections \$	Collections %
2,047,020.42	1,995,752.64	97.50

Personal Property:

Billed
1,140,334.62

UnCollected
13,159.78

Collected
1,127,174.84

Percent Collected
98.846

Percent Not Collected
1.154

Posting Report

04-01-2025 to 04-30-2025

05-01-2025

6:31 PM

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
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.80	\$0.00	\$0.00	\$397.42
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.01	\$0.00	\$0.00	\$618.01
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.01	\$0.00	\$0.00	\$618.01
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.01	\$0.00	\$0.00	\$618.01
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.01	\$0.00	\$0.00	\$618.01
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.01	\$0.00	\$0.00	\$678.01
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.01	\$0.00	\$0.00	\$678.01
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.01	\$0.00	\$0.00	\$678.01
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.23	\$0.00	\$0.00	\$1,054.10
2017	\$0.00	\$116.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.23	\$0.00	\$0.00	\$1,974.01
2018	\$0.00	\$116.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.23	\$0.00	\$0.00	\$1,974.01
2019	\$0.00	\$116.78	\$3.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91.56	\$0.00	\$0.00	\$2,039.74
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.80	\$0.00	\$0.00	\$0.00	\$90.23	\$0.00	\$0.00	\$985.41
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.35	\$0.00	\$0.00	\$34.84	\$112.07	\$0.00	\$0.00	\$1,536.48
2022	\$0.00	\$209.02	\$20.56	\$52.59	\$0.00	\$21.69	\$0.00	\$0.00	\$0.92	\$112.07	\$0.00	\$0.00	\$3,782.50
2023	\$0.00	\$316.82	\$0.00	\$71.97	\$0.00	\$90.93	\$0.00	\$0.00	\$89.98	\$241.11	\$0.00	\$0.00	\$9,882.39
2024	\$0.00	\$14,409.30	\$4,227.69	\$3,170.13	\$0.00	\$2,723.14	\$0.00	\$123.90	\$3,584.25	\$3,628.38	\$5,478.54	\$0.00	\$370,202.65
TOTAL	\$0.00	\$15,285.48	\$4,251.51	\$3,294.69	\$0.00	\$2,844.91	\$0.00	\$123.90	\$3,709.99	\$5,096.98	\$5,478.54	\$0.00	\$398,334.78

II. Releases

	Current Year	Prior Year	TOTAL
BURNSVILLE	\$0.00	\$0.00	\$0.00
CANE RIVER	\$1.03	\$2.37	\$3.40
EGYPT	\$0.00	\$0.00	\$0.00
RAMSEYTOWN	\$10.62	\$9.60	\$20.22
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	\$1.80	\$1.80	\$3.60
PENSACOLA	\$0.00	\$0.00	\$0.00
PRICES CREEK	\$0.00	\$0.00	\$0.00
TOWN OF BURNSVILLE	\$0.00	\$0.00	\$0.00
TOTAL	\$3,830.74	\$162.15	\$3,992.89

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
TOTAL	\$0.00	\$15,282.08	\$4,251.51	\$3,274.47	\$0.00	\$2,844.91	\$0.00	\$123.90	\$3,706.39	\$5,096.98	\$5,478.54	\$0.00	\$394,341.89

Transaction Type Report

04-01-2025 to 04-30-2025

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2008	\$392.62	\$4.80	\$0.00	\$0.00	\$0.00	\$397.42	\$524.78	\$0.00	\$0.00	\$922.20
2009	\$540.00	\$78.01	\$0.00	\$0.00	\$0.00	\$618.01	\$872.22	\$8.00	\$0.00	\$1,498.23
2010	\$540.00	\$78.01	\$0.00	\$0.00	\$0.00	\$618.01	\$815.82	\$8.00	\$0.00	\$1,441.83
2011	\$540.00	\$78.01	\$0.00	\$0.00	\$0.00	\$618.01	\$759.36	\$8.00	\$0.00	\$1,385.37
2012	\$540.00	\$78.01	\$0.00	\$0.00	\$0.00	\$618.01	\$703.02	\$8.00	\$0.00	\$1,329.03
2013	\$600.00	\$78.01	\$0.00	\$0.00	\$0.00	\$678.01	\$711.19	\$12.00	\$0.00	\$1,401.20
2014	\$600.00	\$78.01	\$0.00	\$0.00	\$0.00	\$678.01	\$646.77	\$8.00	\$0.00	\$1,332.78
2015	\$600.00	\$78.01	\$0.00	\$0.00	\$0.00	\$678.01	\$584.97	\$8.00	\$0.00	\$1,270.98
2016	\$963.87	\$90.23	\$0.00	\$0.00	\$0.00	\$1,054.10	\$743.54	\$8.00	\$0.00	\$1,805.64
2017	\$1,767.00	\$207.01	\$105.10	\$0.00	\$0.00	\$2,079.11	\$1,402.95	\$8.00	\$0.00	\$3,490.06
2018	\$1,767.00	\$207.01	\$105.10	\$0.00	\$0.00	\$2,079.11	\$1,215.15	\$8.00	\$0.00	\$3,302.26
2019	\$1,828.14	\$211.60	\$105.10	\$0.00	\$0.00	\$2,144.84	\$1,057.72	\$8.00	\$0.00	\$3,210.56
2020	\$890.38	\$95.03	\$6.24	\$0.00	\$0.00	\$991.65	\$679.53	\$8.50	\$0.00	\$1,679.68
2021	\$1,385.22	\$151.26	\$5.66	\$0.00	\$0.00	\$1,542.14	\$610.09	\$21.25	\$0.00	\$2,173.48
2022	\$3,348.49	\$414.69	\$7.21	\$0.00	\$0.00	\$3,770.39	\$929.49	\$42.50	\$0.00	\$4,742.38
2023	\$8,940.36	\$799.20	\$18.18	\$0.00	\$0.00	\$9,757.74	\$1,150.99	\$87.00	\$0.00	\$10,995.73
2024	\$329,040.03	\$37,331.88	\$206.64	\$0.00	\$0.00	\$366,578.55	\$28,972.70	\$648.00	\$0.00	\$396,199.25
TOTAL	\$354,283.11	\$40,058.78	\$559.23	\$0.00	\$0.00	\$394,901.12	\$42,380.29	\$899.25	\$0.00	\$438,180.66

Adjustment / Release Report

04-01-2025 to 04-30-2025

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2022	\$17.16	\$1.05	\$0.00	\$0.00	\$18.21	\$4.73	\$0.00	\$0.00	\$2.16	\$25.10	\$22.94
2023	\$138.05	\$14.29	\$0.00	\$0.00	\$152.34	\$20.84	\$0.00	\$0.00	\$12.05	\$185.23	\$173.18
2024	\$3,818.83	\$14.39	\$0.00	\$0.00	\$3,833.22	\$267.59	\$-3,780.00	\$0.00	\$13.51	\$334.32	\$320.81
TOTAL	\$3,974.04	\$29.73	\$0.00	\$0.00	\$4,003.77	\$293.16	\$-3,780.00	\$0.00	\$27.72	\$544.65	\$516.93

Collections Receipts Report

04-01-2025 to 04-30-2025

Total general tax	\$354,283.11
Total fire tax	\$40,058.78
Total penalty	\$559.23
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$394,901.12
Total interest	\$42,380.29
Total cost of advertising	\$899.25
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$7,909.21
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$51,188.75
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Grand total receipts	\$446,089.87

District Payment Report

04-01-2025 to 04-30-2025

Year	District Code	District Name	Amount
2008	009	SOUTH TOE FIRE DISTRICT	\$4.80
2009	009	SOUTH TOE FIRE DISTRICT	\$78.01
2010	009	SOUTH TOE FIRE DISTRICT	\$78.01
2011	009	SOUTH TOE FIRE DISTRICT	\$78.01
2012	009	SOUTH TOE FIRE DISTRICT	\$78.01
2013	009	SOUTH TOE FIRE DISTRICT	\$78.01
2014	009	SOUTH TOE FIRE DISTRICT	\$78.01
2015	009	SOUTH TOE FIRE DISTRICT	\$78.01
2016	009	SOUTH TOE FIRE DISTRICT	\$90.23
2017	001	BURNSVILLE FIRE DISTRICT	\$116.78
2017	009	SOUTH TOE FIRE DISTRICT	\$90.23
2018	001	BURNSVILLE FIRE DISTRICT	\$116.78
2018	009	SOUTH TOE FIRE DISTRICT	\$90.23
2019	001	BURNSVILLE FIRE DISTRICT	\$116.78
2019	009	SOUTH TOE FIRE DISTRICT	\$91.56
2019	011	PRICES CREEK FIRE DISTRICT	\$3.26
2020	001	BURNSVILLE FIRE DISTRICT	\$0.00
2020	006	JACKS CREEK FIRE DISTRICT	\$4.80
2020	009	SOUTH TOE FIRE DISTRICT	\$90.23
2021	006	JACKS CREEK FIRE DISTRICT	\$4.35
2021	008	CRABTREE FIRE DISTRICT	\$34.84
2021	009	SOUTH TOE FIRE DISTRICT	\$112.07
2022	001	BURNSVILLE FIRE DISTRICT	\$207.78
2022	002	CANE RIVER FIRE DISTRICT	\$20.56
2022	003	EGYPT FIRE DISTRICT	\$9.09
2022	004	RAMSEYTOWN FIRE DISTRICT	\$43.50
2022	006	JACKS CREEK FIRE DISTRICT	\$21.69
2022	009	SOUTH TOE FIRE DISTRICT	\$112.07
2023	001	BURNSVILLE FIRE DISTRICT	\$315.69
2023	003	EGYPT FIRE DISTRICT	\$8.95
2023	004	RAMSEYTOWN FIRE DISTRICT	\$53.42
2023	005	GREEN MOUNTAIN FIRE DISTRICT	\$54.60
2023	006	JACKS CREEK FIRE DISTRICT	\$36.33
2023	008	CRABTREE FIRE DISTRICT	\$89.10
2023	009	SOUTH TOE FIRE DISTRICT	\$241.11

2024	001	BURNSVILLE FIRE DISTRICT	\$14,408.27
2024	002	CANE RIVER FIRE DISTRICT	\$1,679.85
2024	003	EGYPT FIRE DISTRICT	\$2,707.26
2024	004	RAMSEYTOWN FIRE DISTRICT	\$452.25
2024	005	GREEN MOUNTAIN FIRE DISTRICT	\$1,311.42
2024	006	JACKS CREEK FIRE DISTRICT	\$1,411.72
2024	007	BRUSH CREEK FIRE DISTRICT	\$123.90
2024	008	CRABTREE FIRE DISTRICT	\$3,582.45
2024	009	SOUTH TOE FIRE DISTRICT	\$3,628.38
2024	010	PENSACOLA FIRE DISTRICT	\$5,478.54
2024	011	PRICES CREEK FIRE DISTRICT	\$2,547.84
TOTAL			\$40,058.78

Detailed District Payment Report

04-01-2025 to 04-30-2025

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

Outstanding Balances Report

As of 04-30-2025

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2014	\$13,333.03	\$5,935.21	\$640.94	\$6,448.43	\$44.00	\$264.45	\$0.00	\$0.00
2015	\$12,100.82	\$5,753.33	\$607.61	\$5,565.18	\$48.00	\$126.70	\$0.00	\$0.00
2016	\$16,693.30	\$8,600.07	\$619.10	\$7,209.79	\$68.00	\$192.34	\$4.00	\$0.00
2017	\$13,426.72	\$7,063.02	\$673.31	\$5,347.18	\$80.00	\$263.21	\$0.00	\$0.00
2018	\$13,743.68	\$7,617.88	\$748.32	\$4,915.43	\$87.97	\$374.08	\$0.00	\$0.00
2019	\$19,995.64	\$12,333.84	\$953.42	\$6,294.21	\$112.00	\$302.17	\$0.00	\$0.00
2020	\$29,857.04	\$19,257.53	\$2,000.99	\$8,238.91	\$136.00	\$223.61	\$0.00	\$0.00
2021	\$45,832.31	\$31,502.72	\$2,867.94	\$10,548.11	\$293.25	\$620.29	\$0.00	\$0.00
2022	\$70,341.88	\$52,642.42	\$4,611.70	\$12,075.23	\$433.50	\$579.03	\$0.00	\$0.00
2023	\$136,446.93	\$108,758.61	\$9,692.83	\$15,447.94	\$987.13	\$1,560.42	\$0.00	\$0.00
2024	\$613,972.86	\$535,199.78	\$51,642.20	\$23,176.31	\$3,132.00	\$822.57	\$0.00	\$0.00
Total	\$985,744.21	\$794,664.41	\$75,058.36	\$105,266.72	\$5,421.85	\$5,328.87	\$4.00	\$0.00

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 05/31/2025

Description	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	Total
											2014
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	\$2,376.50	\$6,306.66	\$8,022.35	\$3,274.21	\$19,979.72
TOWN OF BURNSVILLE Vehicle Interest		\$213.83	\$254.52	\$25.29	\$493.64
BURNSVILLE FIRE DISTRICT Vehicle Interes	\$120.11	\$112.68	\$291.15	\$36.42	\$560.36
CANE RIVER FIRE DISTRICT Vehicle Interes		\$57.96	\$80.11	\$3.68	\$141.75
EGYPT FIRE DISTIRCT Vehicle Interest		\$29.46	\$25.00	\$0.01	\$54.47
RAMSEYTOWN FIRE DISTRICT Vehicle Interes		\$2.24	\$0.02	\$1.84	\$4.10
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int		\$65.22	\$55.58	\$0.88	\$121.68
JACKS CREEK FIRE DISTRICT Vehicle Intere	\$86.75	\$11.64	\$23.96	\$22.41	\$144.76
BRUSH CREEK FIRE DISTRICT Vehicle Intere		\$18.62	\$29.75		\$48.37
CRABTREE FIRE DISTRICT Vehicle Interest	\$31.16	\$134.48	\$101.33	\$23.59	\$290.56
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$7.93	\$98.54	\$59.15	\$9.02	\$174.64
PENSACOLA FIRE DISTRICT Vehicle Interest		\$59.95	\$78.12	\$52.77	\$190.84
PRICES CREEK FIRE DISTRICT Vehicle Inter	\$2.26	\$15.17	\$30.82	\$112.18	\$160.43
DMV Vehicle Interest	\$185.10	\$60.73	\$184.60	\$154.30	\$584.73

Totals

\$8,980.79

\$23,276.63

\$26,255.52

\$8,857.40

\$67,370.34

06/04/2025

Posting Report

05-01-2025 to 05-31-2025

06-04-2025

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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
2008	\$0.00	\$53.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.71
2009	\$0.00	\$82.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$829.76
2010	\$0.00	\$99.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$846.35
2011	\$0.00	\$99.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$846.35
2012	\$0.00	\$99.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$846.35
2013	\$0.00	\$99.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$929.32
2014	\$0.00	\$99.57	\$0.00	\$0.00	\$0.00	\$3.75	\$0.00	\$0.00	\$15.82	\$0.00	\$0.00	\$0.00	\$1,118.24
2015	\$0.00	\$99.57	\$0.00	\$0.00	\$0.00	\$3.75	\$0.00	\$0.00	\$14.40	\$0.00	\$0.00	\$0.00	\$1,104.97
2016	\$0.00	\$89.93	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,075.67
2017	\$0.00	\$112.42	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,076.76
2018	\$0.00	\$112.42	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$13.91	\$0.00	\$0.00	\$0.00	\$1,209.89
2019	\$0.00	\$112.42	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$12.66	\$0.00	\$0.00	\$0.00	\$1,197.90
2020	\$0.00	\$119.91	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$12.66	\$0.00	\$0.00	\$0.00	\$1,205.39
2021	\$0.00	\$119.91	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.72	\$11.52	\$24.44	\$0.00	\$0.00	\$1,594.77
2022	\$0.00	\$123.47	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$35.96	\$24.44	\$0.00	\$0.00	\$1,989.63
2023	\$0.00	\$396.39	\$214.51	\$58.98	\$0.00	\$5.00	\$0.00	\$0.60	\$50.32	\$98.95	\$0.00	\$0.00	\$11,896.58
2024	\$0.00	\$1,606.33	\$967.52	\$458.74	\$0.00	\$970.12	\$0.00	\$234.84	\$1,444.84	\$2,376.04	\$29.92	\$0.00	\$77,236.02
TOTAL	\$0.00	\$3,527.53	\$1,182.03	\$517.72	\$0.00	\$1,017.62	\$0.00	\$236.16	\$1,612.09	\$2,523.87	\$29.92	\$0.00	\$105,804.66

II. Releases

	Current Year	Prior Year	TOTAL
BURNSVILLE	\$0.00	\$0.00	\$0.00
CANE RIVER	\$177.84	\$1,641.16	\$1,819.00
EGYPT	\$0.00	\$0.00	\$0.00
RAMSEYTOWN	\$0.00	\$0.00	\$0.00
GREEN MOUNTAIN	\$0.00	\$0.00	\$0.00
JACKS CREEK	\$9.35	\$47.50	\$56.85
BRUSH CREEK	\$0.00	\$0.00	\$0.00
CRABTREE	\$0.00	\$0.00	\$0.00
SOUTH TOW	\$9.53	\$100.97	\$110.50
PENSACOLA	\$0.00	\$0.00	\$0.00
PRICES CREEK	\$0.00	\$0.00	\$0.00
TOWN OF BURNSVILLE	\$0.00	\$0.00	\$0.00
TOTAL	\$1,520.69	\$16,642.05	\$18,162.74

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
TOTAL	\$0.00	\$1,708.53	\$1,182.03	\$517.72	\$0.00	\$960.77	\$0.00	\$236.16	\$1,501.59	\$2,523.87	\$29.92	\$0.00	\$87,641.92

Transaction Type Report

05-01-2025 to 05-31-2025

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2021	\$375.14	\$25.16	\$0.79	\$0.00	\$0.00	\$401.09	\$106.46	\$4.25	\$0.00	\$511.80
2022	\$751.66	\$53.49	\$10.00	\$0.00	\$0.00	\$815.15	\$222.65	\$12.75	\$0.00	\$1,050.55
2023	\$10,030.83	\$690.31	\$12.20	\$0.00	\$0.00	\$10,733.34	\$1,445.62	\$72.25	\$0.00	\$12,251.21
2024	\$67,823.70	\$7,891.63	\$40.98	\$0.00	\$0.00	\$75,756.31	\$4,585.48	\$456.50	\$0.00	\$80,798.29
TOTAL	\$78,981.33	\$8,660.59	\$63.97	\$0.00	\$0.00	\$87,705.89	\$6,360.21	\$545.75	\$0.00	\$94,611.85

Adjustment / Release Report

05-01-2025 to 05-31-2025

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2008	\$746.78	\$0.00	\$0.00	\$0.00	\$746.78	\$1,186.24	\$4.00	\$0.00	\$60.35	\$1,997.37	\$1,937.02
2009	\$746.78	\$0.00	\$0.00	\$0.00	\$746.78	\$1,171.88	\$8.00	\$0.00	\$82.98	\$2,009.64	\$1,926.66
2010	\$746.78	\$0.00	\$0.00	\$0.00	\$746.78	\$1,119.21	\$8.00	\$0.00	\$99.57	\$1,973.56	\$1,873.99
2011	\$746.78	\$0.00	\$0.00	\$0.00	\$746.78	\$1,042.23	\$8.00	\$0.00	\$99.57	\$1,896.58	\$1,797.01
2012	\$746.78	\$0.00	\$0.00	\$0.00	\$746.78	\$965.37	\$8.00	\$0.00	\$99.57	\$1,819.72	\$1,720.15
2013	\$829.75	\$0.00	\$0.00	\$0.00	\$829.75	\$973.82	\$12.00	\$0.00	\$99.57	\$1,915.14	\$1,815.57
2014	\$999.10	\$14.77	\$0.00	\$0.00	\$1,013.87	\$1,082.91	\$12.00	\$0.00	\$119.14	\$2,227.92	\$2,108.78
2015	\$987.25	\$13.44	\$0.00	\$0.00	\$1,000.69	\$967.22	\$12.00	\$0.00	\$117.72	\$2,097.63	\$1,979.91
2016	\$980.74	\$0.00	\$0.00	\$0.00	\$980.74	\$828.99	\$12.00	\$0.00	\$94.93	\$1,916.66	\$1,821.73
2017	\$959.34	\$0.00	\$0.00	\$0.00	\$959.34	\$734.76	\$12.00	\$0.00	\$117.42	\$1,823.52	\$1,706.10
2018	\$1,078.56	\$13.31	\$0.00	\$0.00	\$1,091.87	\$723.25	\$12.00	\$0.00	\$131.33	\$1,958.45	\$1,827.12
2019	\$1,067.82	\$12.11	\$0.00	\$0.00	\$1,079.93	\$605.35	\$12.00	\$0.00	\$130.08	\$1,827.36	\$1,697.28
2020	\$1,067.82	\$12.11	\$0.00	\$0.00	\$1,079.93	\$498.55	\$12.75	\$0.00	\$137.57	\$1,728.80	\$1,591.23
2021	\$1,058.04	\$11.02	\$0.00	\$0.00	\$1,069.06	\$383.94	\$12.75	\$0.00	\$136.43	\$1,602.18	\$1,465.75
2022	\$1,049.10	\$10.02	\$0.00	\$0.00	\$1,059.12	\$271.81	\$12.75	\$0.00	\$135.38	\$1,479.06	\$1,343.68
2023	\$1,041.00	\$9.12	\$0.00	\$0.00	\$1,050.12	\$167.11	\$12.75	\$0.00	\$134.44	\$1,364.42	\$1,229.98
2024	\$1,324.00	\$8.03	\$0.00	\$0.00	\$1,332.03	\$98.27	\$13.50	\$0.00	\$196.72	\$1,640.52	\$1,443.80
TOTAL	\$16,176.42	\$103.93	\$0.00	\$0.00	\$16,280.35	\$12,820.91	\$184.50	\$0.00	\$1,992.77	\$31,278.53	\$29,285.76

Collections Receipts Report

05-01-2025 to 05-31-2025

Total general tax	\$78,981.33
Total fire tax	\$8,660.59
Total penalty	\$63.97
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$87,705.89
Total interest	\$6,360.21
Total cost of advertising	\$545.75
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$4,974.69
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$11,880.65
<hr/>	
Grand total receipts	\$99,586.54

District Payment Report

05-01-2025 to 05-31-2025

Year	District Code	District Name	Amount
2021	007	BRUSH CREEK FIRE DISTRICT	\$0.72
2021	009	SOUTH TOE FIRE DISTRICT	\$24.44
2022	001	BURNSVILLE FIRE DISTRICT	\$3.56
2022	006	JACKS CREEK FIRE DISTRICT	\$0.00
2022	008	CRABTREE FIRE DISTRICT	\$25.49
2022	009	SOUTH TOE FIRE DISTRICT	\$24.44
2023	001	BURNSVILLE FIRE DISTRICT	\$276.48
2023	002	CANE RIVER FIRE DISTRICT	\$52.92
2023	003	EGYPT FIRE DISTRICT	\$58.98
2023	006	JACKS CREEK FIRE DISTRICT	\$0.00
2023	007	BRUSH CREEK FIRE DISTRICT	\$0.60
2023	008	CRABTREE FIRE DISTRICT	\$40.79
2023	009	SOUTH TOE FIRE DISTRICT	\$98.95
2023	011	PRICES CREEK FIRE DISTRICT	\$161.59
2024	001	BURNSVILLE FIRE DISTRICT	\$1,428.49
2024	002	CANE RIVER FIRE DISTRICT	\$583.08
2024	003	EGYPT FIRE DISTRICT	\$393.34
2024	004	RAMSEYTOWN FIRE DISTRICT	\$65.40
2024	005	GREEN MOUNTAIN FIRE DISTRICT	\$277.50
2024	006	JACKS CREEK FIRE DISTRICT	\$683.27
2024	007	BRUSH CREEK FIRE DISTRICT	\$234.84
2024	008	CRABTREE FIRE DISTRICT	\$1,435.31
2024	009	SOUTH TOE FIRE DISTRICT	\$2,376.04
2024	010	PENSACOLA FIRE DISTRICT	\$29.92
2024	011	PRICES CREEK FIRE DISTRICT	\$384.44
TOTAL			\$8,660.59

Detailed District Payment Report

05-01-2025 to 05-31-2025

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

Outstanding Balances Report

As of 05-31-2025

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2014	\$11,156.72	\$4,936.11	\$521.80	\$5,417.13	\$32.00	\$249.68	\$0.00	\$0.00
2015	\$10,052.26	\$4,766.08	\$489.89	\$4,647.03	\$36.00	\$113.26	\$0.00	\$0.00
2016	\$14,847.69	\$7,619.33	\$524.17	\$6,451.85	\$56.00	\$192.34	\$4.00	\$0.00
2017	\$11,663.77	\$6,103.68	\$555.89	\$4,672.99	\$68.00	\$263.21	\$0.00	\$0.00
2018	\$11,850.88	\$6,539.32	\$616.99	\$4,257.83	\$75.97	\$360.77	\$0.00	\$0.00
2019	\$18,271.05	\$11,266.02	\$823.34	\$5,791.63	\$100.00	\$290.06	\$0.00	\$0.00
2020	\$28,290.38	\$18,189.71	\$1,863.42	\$7,902.50	\$123.25	\$211.50	\$0.00	\$0.00
2021	\$43,982.93	\$30,069.54	\$2,706.35	\$10,322.31	\$276.25	\$608.48	\$0.00	\$0.00
2022	\$68,249.26	\$50,841.66	\$4,422.83	\$12,017.76	\$408.00	\$559.01	\$0.00	\$0.00
2023	\$123,738.77	\$97,686.78	\$8,868.08	\$14,742.68	\$902.13	\$1,539.10	\$0.00	\$0.00
2024	\$543,765.68	\$472,166.20	\$44,060.91	\$24,103.01	\$2,662.00	\$773.56	\$0.00	\$0.00
Total	\$885,869.39	\$710,184.43	\$65,453.67	\$100,326.72	\$4,739.60	\$5,160.97	\$4.00	\$0.00

Yancey County Tax Office

County/District Collection Percentage Report

As of: 05-31-2025

Run Date: 06-04-2025

2024 County

Net Levy \$	Collections \$	Collections %
19,406,338.18	18,935,558.23	97.58

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	414,931.89	408,104.52	98.36
002 - CANE RIVER FIRE DISTRICT	127,914.06	124,366.45	97.23
003 - EGYPT FIRE DISTRICT	134,395.05	131,724.47	98.02
004 - RAMSEYTOWN FIRE DISTRICT	47,851.03	45,724.21	95.56
005 - GREEN MOUNTAIN FIRE DISTRICT	54,095.82	52,202.34	96.50
006 - JACKS CREEK FIRE DISTRICT	131,715.48	128,167.97	97.31
007 - BRUSH CREEK FIRE DISTRICT	63,944.23	61,697.47	96.49
008 - CRABTREE FIRE DISTRICT	317,085.18	308,323.55	97.24
009 - SOUTH TOE FIRE DISTRICT	341,493.49	335,448.26	98.23
010 - PENSACOLA FIRE DISTRICT	172,426.56	168,825.34	97.92
011 - PRICES CREEK FIRE DISTRICT	241,477.97	239,059.69	99.00

District Totals

Net Levy \$	Collections \$	Collections %
2,047,330.76	2,003,644.27	97.87

Personal Property:

Billed
1,140,254.32

UnCollected
11,972.46

Collected
1,128,281.86

Percent Collected
98.95

Percent Not Collected
1.05



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

Regular Meeting of the Board of Commissioners June 9 2025

Refund request:

UNITED COMMUNITY BANK (GEORGIA)

177 HWY 515 EAST

BLAIRSVILLE GA 30512

PIN: 083001050241000 1.87 ACRES 291 EAST US HWY 19E. Property owner did request in writing a refund for excess taxes paid as a result of a value change from a Board of Equalization and Review decision. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024.

2024 Excess tax collected less discount plus applicable interest: \$ 867.42

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$867.42.

BOCC action: approved denied continued

Please make check payable to the property owner.



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Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners June 9 2025

Refund request:

ALLEN, DUANE ET.AL.

148 SOUTH FACE LN

BURNSVILLE NC 28714

PIN: 071600793610000 7.17 ACRES 148 South Face Ln. Property owner did request in writing a refund for excess taxes paid as a result of a value change from a Board of Equalization and Review decision. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024.

2024 Excess tax collected plus applicable interest: \$ 1,046.55

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$1,046.55.

BOCC action: approved denied continued

Please make check payable to the property owner.



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Regular Meeting of the Board of Commissioners June 9 2025

Refund request:

SCHILLING, JANICE L.

118 JOSLIN LN

BURNSVILLE NC 28714

PIN: 082100475636000 4.99 ACRES 18 JOSLIN LN. Property owner requested an informal review and it was found that the property assessment for 2024 indicated an erroneous heated square foot entry (9,074 versus correct 2,848). This request is to correct the property record and to approve the correspondent refund. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024.

2024 Excess tax collected less discount plus applicable interest \$ 1,423.63

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 release is indicated and recommended in the amount of \$ 1,423.63.

BOCC action: approved denied continued

Please make check payable to the property owner.



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

Regular Meeting of the Board of Commissioners June 9 2025

Refund request:

MCARN, JERRY & ELAINE

PO BOX 495

DAVIDSON NC 28036

PIN: 084200482624000 24.47 122 OLLIE LN. Pursuant to a Board of Equalization and Review finding April 29 2025 the property record card was corrected to reflect the proper primary site value. Property owner did request in writing that the excess tax paid for 2024 be refunded. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024.

2024 Excess tax collected \$ 207.00

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 release is indicated and recommended in the amount of \$207.00.

BOCC action: approved denied continued

COUNTY OF YANCEY

FY 2025-2026

BUDGET MESSAGE



June 9, 2025

**Lynn Austin
Yancey County Manager**

YANCEY COUNTY BUDGET MESSAGE
FISCAL YEAR 2025-2026

*To the Yancey County Board of County Commissioners
and Citizens of Yancey County:*

In accordance with North Carolina General Statute 159-11, the Yancey County Fiscal Year 2025-2026 proposed budget is respectfully submitted for your review and consideration. The proposed budget sets forth a plan of operations for all County departments, programs, and capital projects for the coming year. This proposed budget is balanced in accordance with the Local Government Budget and Fiscal Control Act with general fund revenues and expenditures each totaling \$37,084,332.

INTRODUCTION

This budget message will introduce the Yancey County Fiscal Year 2025-2026 proposed budget. The budgeting process begins in February of each year with management requesting proposed appropriation use plans from departments, agencies and other county-supported entities. This year the requests for county funding exceeded expected revenues by over \$432,610.00. Over the course of work sessions, the County Commissioners and County staff have worked to develop a balanced budget in line with expected revenue. This document will detail how the County plans to utilize its fiscal resources and will highlight the significant impacts to the County's budget.

For the past twelve years, Yancey County has been dedicated to three primary goals: restoration of the financial integrity of Yancey County; maintain essential public safety, health and human services; and make strategic investments to support economic prosperity. As we all know, the current economy has its challenges with employment, salaries, and supply and demand that we all have to work around. Now, with Hurricane Helene we have faced even more challenges. While we have navigated these waters, the Yancey County Commissioners have remained steadfast with their conservative budget efforts all while supporting good public services for our citizens. This budget reflects the positive involvement by department heads and agency leadership to allow the County to provide the resources necessary to accomplish these broad goals. County staff, from the department head to the front-line employee, is to be commended for accomplishing much with limited resources. As the County's financial standing has strengthened, careful and strategic improvements have been implemented to improve and enhance the working environment for the employees and the services provided to our citizens. I am pleased to present this budget that continues to provide the tools necessary for an effective and efficient government.

REVENUES

This budget provides a priority spending plan that attempts to minimize the tax burden on the County taxpayer⁶. Yancey County went through the 2024 property re-appraisal with many adjustments being made by the Board of Equalization and Review during this time, then last September the county sustained major damage by Hurricane Helene. This in turned affected the property value due to the damage to homes, property and structures. The Board of Equalization and Review had just as many appeal requests to review during 2025 as they did during the re-evaluation process. So, this was a double hit during the last two years in projecting tax revenue. That being said the Yancey County budget process has been more difficult due to the constant moving target of the revenues. After the hurricane happened the Commissioners main focus has been on helping get resources, information, and supplies out into the community all while making sure we are covering the financial bases in the budget.

The County's primary sources of funding are property tax, sales taxes and state/federal grants. The prices of goods and services have risen by astonishing numbers in the last five years and Yancey County has seen staggering numbers of land and home sales in the last four years; not to mention the increase in number of new homes. The recent sales have the biggest effect on the land value in Yancey County. The property appraisal numbers are currently at \$3,473,769,423. With the appraisal numbers being at \$3,473,769,423 currently, management recommends maintaining the property tax rate at \$0.52 per \$100 of valuation. It is expected this rate will provide estimated total revenue of \$18,063,601 in the total general fund budget.

The Yancey County Tax Department works diligently, but respectfully with taxpayers to collect taxes owed to the County. Yancey County is ranked in the top half of North Carolina counties in collection of property taxes. The current property tax collection rate is 98.48 %, which puts Yancey County in the range with other Counties of our population size.

The sales tax for the County continues to be a steady and reliable source of revenue. A large percentage of sales tax is state-mandated to be distributed by the County to the Yancey County Board of Education for the provision of the public schools. Other revenue sources such as fees from building permits, deed filings, firearm permit fees and others are projected to be minor and they constitute only a small portion of the revenue for this budget. The remaining revenue sources include federal and state block grants for specific programs, primarily at the Department of Social Services, Senior Center and Transportation Department. As always, it is recommended that the Board continue to support property tax collection measures to ensure that outstanding tax revenue is collected.

MAJOR INITIATIVES AND EXPENDITURES

Yancey County is dedicated to sound fiscal management, capital planning and responsible day-to-day operations. Accurate budget projections and a disciplined approach to budget administration have allowed Yancey County to successfully address our three primary goals: maintain the financial integrity of Yancey County; maintain essential public safety, health and human services, and make strategic investments necessary to support economic prosperity. The budget is a comprehensive document that addresses the fiscal needs of some 40-plus county departments, affiliated county/regional agencies and non-profit organizations.

1). **Community Health and Wellbeing:** Yancey County continues to be vigilant in the health and wellbeing of our citizens. This budget supports our Health Department, EMS, Community Paramedic Program, the PATH Summer Food Program, Senior Center, Transportation, and the Drug Prevention Program.

2.). **Public Schools and Education:** Yancey County Schools continue to do great things to improve educational performance among our students. Yancey County students perform extremely well on all statewide measurement factors. The Yancey County Commissioners are aware that many different situations may arise during this 2025-2026 school year and funds will need to be moved accordingly. The Yancey County Commissioners have allotted \$3,618,872 of the County's budget to the Yancey County School System to be used according to the need of the Yancey County School System. The Commissioners will continue to give the \$30,000 to the Teachers for classroom supplies to help offset some of the out of pocket expense that the teachers incur. This year's budget continues to include the additional \$30,000 for a supplemental check for all non-certified staff. This has not been included in the past, but we realize that these employees spend money out of their pockets to help students during the year as well. Also, \$953,508 is set aside to pay the debt service payment for Blue Ridge Elementary School, \$826,666 for Yancey County School (YCS) capital projects and \$40,000 in Timber sale money that is a pass along to the YCS. These funds are additional money and are not included in the allotted amount above. The overall amount of funds going to YCS either by allotment or pass through money is \$5,430,045. Not included in the total amount above are the seven school resource officers. Yancey County Commissioners, Sheriff's Office and the Yancey County School Board are all dedicated to making sure the safety of our students is number one. The Sheriff's Office will continue to dedicate an officer at each school and two at the high school. These officers are hired and paid through the Sheriff's Office. The Yancey County Sheriff's Office will always have an officer on school grounds when school is in session.

3). **Mayland Community College** While primarily supported with state funds, Mayland Community College depends on all three counties: Yancey, Mitchell and Avery for operational expenses. Yancey County has historically funded the community college at the level of the other partner counties. Mayland Community College operation costs are funded in this proposed budget with an appropriation of \$451,236 and a capital project of \$30,000 at the Yancey Campus.

4). **Solid Waste**: Yancey County monitors the solid waste continuously. This is something that will continue to grow every year. While we bid out the process routinely to make sure that prices are competitive, it will be always be an area that grows in budget value despite recycling efforts. We anticipate the solid waste will cost the county \$1,391,332 in disposal fees this 2025-2026 fiscal year.

5). **Yancey County Sheriff's Office**: The County is committed to continuing appropriations necessary for the Sheriff to provide for the safety and security of our community. The Sheriff manages several sections of the County budget. The Sheriff is responsible for the Sheriff's Department budget of \$2,495,470 which includes patrol and investigations, and the Sheriff Dispatch budget of \$923,468. County Detention Facility budget of \$1,749,983; County Grounds Security budget of \$857,472, and the "Non-Departmental Juvenile Inmate Confinement" budget of \$10,000. The total appropriated by this budget and managed by the Sheriff is \$6,036,393 which is approximately 16.3% of the total general fund budget.

6). **Yancey County Department of Social Services**: Despite the challenges the agency faced in the 2024-25 fiscal year resulting from Hurricane Helene, Social Services staff stepped up to provide community support through work in shelters, distribution centers, and call centers. We continued the support through the administration of our regular programs and the unique disaster assistance provided by federal and state grants and donations from those who wanted to help our community. Agency staff worked through some incredibly challenging times and demonstrated their resilience and commitment to serving the Yancey County community. We plan to continue this momentum into the 2025-26 fiscal year.

Yancey DSS has been, and will continue to be, intentional in "getting the word out" about the resources and services we have available. We have coordinated two very successful Senior Resource Fairs, collaborating with our community partners and agencies to make sure our vulnerable adult and senior population have access to those resources.

Our Safe Babies Court initiative is successfully implemented and will continue into the upcoming year. "Safe Babies Court is a systems change approach that aims to reduce the time a child spends in foster care before reaching a permanent, safe home, preferably

through reunification.” Agency staff are excited to be participating in this initiative and will work closely with our families, community partners, juvenile court judges, and other stakeholders to ensure that every child is able to thrive and grow up in a family that is safe and nurturing.

The Yancey County Department of Social Services is committed to maximizing budgeted funding to provide quality services to ensure the health, safety, and well-being of the children and adults in our community.

7). **Yancey County Public Library:** Yancey County has added a new county department to our list. We welcome the Yancey County Library and look forward to all the programs and activities to be provided for the citizens of Yancey County. This year we have allocated \$308,009 to the Library with an offsetting revenue of \$97,323.00 from NC State Funding.

8). **Capital Improvements:** Yancey County has a lot going on in the capital improvement area.

- Yancey County Transportation building is completed and the citizens and staff are enjoying the new facility.
- Public Safety and 911 Center is underway and this should be completed in 2026. This is NC State appropriation funding and was made possible by Senator Ralph Hise and the 911 Board.
- Ray Cort Park- Phase II is underway and should be completed this fall. This is being funded by a PARTF Grant and Yancey County’s local 50% match.
- Kid Mountain- Construction was completed in May 2025 and park is now open to the Public. Funded by PARTF Grant 50% and Yancey County Local Match of 50%.
- Yancey County is currently working on our water and sewer infrastructure projects. We have five under way. All five projects are funded by NC State appropriations, and made possible by Senator Ralph Hise.
 - 1.) Charlie Brown sewer line extension
 - 2.) Pine Swamp Wastewater Treatment Plant Project
 - 3.) Clean Water Wells on the Bakers Creek Reservoirs
- The Old Bank Building on the Burnsville Town Square is under renovation. We look forward to beginning construction in the Summer 2025.
- Due to Hurricane Helene we are in the planning process on the South Toe Campground as well as the Cane River Park. Planning has just begun and FEMA will be funding these two projects, and including a possible relocation of the Cane River Park. We will know more as we move into the late summer months of 2025.

Budget Summary

This budget offers many opportunities for continued growth within Yancey County. We take on the responsibility and strive to make Yancey County as financially sound as we can be; all while keeping the best interest of our citizens at heart. This budget reaches the expectations set forth to accomplish those goals.

Respectfully submitted on this the 9th day of June 2025.

LYNN AUSTIN,
Yancey County Manager

YANCEY COUNTY BUDGET ORDINANCE FOR FISCAL YEAR 2025-2026

WHEREAS, pursuant to the provisions of North Carolina General Statutes 159-10, 159-11, and 159-12, each Department Head submitted budget requests and estimates of the financial requirements of each department in such form and detail as was prescribed by the Budget Officer and Finance Officer. Same were submitted in consideration of the associated Department Head's complete statement of amounts exhausted for each category of expenditures in the Budget Ordinance for the fiscal year 2024-2025, together with such estimated expenditures for the fiscal year 2025-2026 and with the estimation of the amount to be realized from each source of revenue. On April 28, 2025, the Budget Officer submitted a preliminary draft budget to the Yancey County Board of Commissioners for their consideration, complying in all respects with North Carolina General Statutes 159-13(b). On the same date, the Budget Officer also filed a copy of the preliminary draft budget in the Office of the Clerk to the Board of Commissioners, where it remained for public inspection; updated versions were substituted as they became available, until the adoption of the Budget Ordinance. Copies of same were also made available to all local news media, together with a statement being published to the effect that the budget has been submitted to the Board of Commissioners and was available for public inspection in the Office of the Clerk to the Board of Commissioners, and stating that a public hearing would be held on June 9, 2025 at 6:00 o'clock p.m. in the Yancey County Courthouse in Burnsville, North Carolina. Such a public hearing was held at the designated time and place at which time persons who desired to be heard regarding the budget appeared before the Board.

WHEREAS, this Ordinance has been prepared pursuant to the requirements of Chapter 159 of the General Statutes of the State of North Carolina; and

NOW, THEREFORE, be it ORDAINED by the Board of Commissioners for the County of Yancey as follows:

Section One:

The appropriations made herein are for the maximum amounts necessary to provide the services and to accomplish the purpose described. Each Department Head shall affect savings and unexpended and unobligated portions of each appropriation shall revert to the appropriate fund at the end of the fiscal year.

Section Two:

Appropriations are hereby made for the fiscal year beginning July 1, 2025, and ending June 30, 2026, according to the following schedule (Appendix A):

Section Three:

There is hereby levied and authorized to be collected for the fiscal year 2025-2026 in accordance with Chapter 105 of the General Statutes of the State of North Carolina, a tax on all property situated in Yancey County, which tax shall be at the rate of fifty-two cents (\$.52) per one hundred dollars (\$100.00) assessed valuation of such property. It is further authorized that the 2025-2026 tax levy include an additional six and one-half cents (\$.06) per one hundred dollars (\$100.00) of valuation for the South Toe Fire District of South Toe Township; an additional eight cents (\$.08) per one hundred dollars (\$100.00) of valuation for the Pensacola Fire District of Pensacola Township; an additional six cents (\$.06) for the Double Island Fire District of Brush Creek Township; an additional seven cents (\$.07) for the Newdale Fire District of Crabtree Township; an additional eight cents (\$.08) per one hundred dollars (\$100.00) of valuation for the Burnsville Rural Fire Tax District of the Burnsville Township (non-municipal); an additional five cents (\$.05) per one hundred dollars (\$100.00) of valuation for the Egypt/Ramseytown Fire District of Egypt and Ramseytown Townships, and for the Clearmont Fire District of the Jacks Creek and Green Mountain Townships; and an additional four cents (\$.04) per one hundred dollars (\$100.00) of valuation for the West Yancey Fire District of Prices Creek and Cane River Townships. The Board of Commissioners further authorizes the Budget Officer to modify the fire district budget

up to the amount of collections. These rates are based on an estimated total assessed value for the purpose of taxation of two billion, one hundred thirty-six million, three hundred forty-six thousand, six hundred twenty-nine dollars (\$3,473,769,423). Current year collections have been used to estimate the tax revenue for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Section Four:

The Budget Officer may transfer amounts between objects of expenditure within a department without limitation and without a report being required. The Budget Officer further is authorized to make amendments within departmental budgets in amounts not to exceed a total of \$10,000 per department. The Budget Officer may also transfer amounts up to \$10,000 between departments within the same fund with an official report on such transfers provided to the Board of Commissioners. The Budget Officer is also further authorized to execute any contracts or documents for which this budget has an appropriation made hereto.

Section Five:

The County Commissioners of Yancey County shall be compensated as follows: Chairman \$13,297.00 annually and Commission Members \$12,189.00 annually.

Section Six:

Copies of this Ordinance shall be furnished to the Finance Officer to be kept on file for her direction in the acceptance of revenues and the expenditure of amounts appropriated. Copies of this Ordinance shall also be furnished to the Clerk to the Board to be kept on file for examination by the public.

Section Seven:

This Ordinance is effective July 1, 2025.

ADOPTED this 9th day of June, 2025.

Attest:

Morgan West
Morgan West, Clerk to the Board

Jeff Whitson
Jeff Whitson, Chairman
Mark Ledford
Mark Ledford, Vice Chairman
Stacey McEntyre Greene
Stacey McEntyre Greene, Commissioner
David Grindstaff
David Grindstaff, Commissioner
Sandi Norton
Sandi Norton, Commissioner



**YANCEY COUNTY
2025-2026 BUDGET**

GENERAL FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
GENERAL REVENUES	\$406,000.00
LICENSE PLATE AGENCY	\$157,000.00
TAX COLLECTIONS	\$19,821,526.00
NONDEPARTMENTAL	\$8,445,973.00
CLERK OF COURT	\$25,000.00
REGISTER OF DEEDS	\$354,200.00
SHERIFF'S DEPARTMENT	\$268,484.00
JAIL	\$129,180.00
BUILDING INSPECTIONS	\$150,000.00
TRANSPORTATION	\$539,108.00
SANITATION	\$558,430.00
LANDFILL	\$400,447.00
DSS - ADMINISTRATION	\$3,199,986.00
VETERAN SERVICES	\$2,300.00
CHILD DAY CARE	\$233,000.00
AGRICULTURAL REVENUES	\$5,730.00
SENIOR CENTER	\$233,152.00
EMS REVENUES	\$1,300,500.00
CULTURAL RESOURCE COMMISSION	\$18,500.00
RECREATION	\$85,943.00
TOE RIVER CAMPGROUND	\$0.00
EMERGENCY MANAGEMENT	\$52,000.00
HEATH DEPT REVENUES	\$600,550.00
YANCEY COUNTY PUBLIC LIBRARY REVENUES	\$97,323.00
TOTAL REVENUES:	\$37,084,332.00
EXPENSES	
DEPARTMENT	ADOPTED AMOUNT
GOVERNING BODY	\$182,384.00

MANAGEMENT	\$152,202.00
FINANCE	\$216,921.00
TAX ADMINISTRATION	\$866,480.00
LEGAL SERVICES	\$64,350.00
LICENSE PLATE AGENCY	\$217,551.00
CLERK OF COURT	\$8,000.00
BOARD OF ELECTIONS	\$327,980.00
REGISTER OF DEEDS	\$342,353.00
MAINTENANCE	\$738,420.00
MAPPING	\$269,316.00
INFORMATION TECHNOLOGY	\$305,552.00
NON-DEPARTMENTAL	\$1,804,876.00
SHERIFF'S DEPARTMENT	\$2,495,470.00
SHERIFF'S DISPATCH	\$923,468.00
COUNTY DETENTION FACILITY	\$1,749,983.00
NONDEPARTMENTAL	\$10,000.00
COUNTY GROUNDS SECURITY/SCHOOL RESOURCE	\$857,472.00
EMERGENCY MANAGEMENT	\$332,285.00
BUILDING INSPECTIONS	\$345,947.00
MEDICAL EXAMINER	\$21,500.00
FIRE MARSHALL/RESCUE/FIREFIGHTERS ASSOC	\$116,500.00
EMS OPERATIONS	\$3,468,292.00
COMMUNITY PARAMEDIC	\$187,002.00
TRANSPORTATION - ADMIN	\$179,042.00
TRANSPORTATION - OPERATIONS	\$306,733.00
TRANSPORTATION - E&D PROGRAM	\$141,828.00
TRANSPORTATION - CAPITAL	\$104,866.00
TRANSPORTATION - 5310 GRANT	\$73,741.00
SANITATION	\$1,902,183.00
RECYCLING	\$256,957.00
LANDFILL	\$800,893.00
FORESTRY	\$88,184.00
COUNTY PLANNER	\$91,964.00
ECONOMIC DEVELOPMENT	\$400,000.00
AGRICULTURAL EXTENSION	\$403,698.00
SOIL & WATER CONSERVATION	\$118,529.00
MENTAL HEALTH	\$58,000.00

YANCEY COUNTY HEALTH DEPT	\$1,550,730.00
DSS - ADMINISTRATION	\$753,499.00
DSS - INCOME MAINTENANCE	\$2,165,691.00
CHILD SUPPORT ENFORCEMENT	\$97,639.00
DSS - CHILDREN & FAMILY SERVICES	\$3,006,974.00
VETERAN SERVICES	\$64,297.00
CHILD DAY CARE	\$670,653.00
SENIOR CENTER	\$658,006.00
PUBLIC SCHOOLS	\$5,499,045.00
COMMUNITY COLLEGES	\$481,236.00
YANCEY COUNTY PUBIC LIBRARY	\$308,009.00
CULTURAL RESOURCES COMMISSION	\$11,100.00
RECREATION	\$365,537.00
CRG - ADMINISTRATION/YOUTH LEAGUE	\$217,994.00
TOE RIVER CAMPGROUND	\$0.00
CONT TO OTHER FUNDS	\$303,000.00
TOTAL EXPENSES:	\$37,084,332.00

SUPPLEMENTAL FUNDS

GRANT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
JCPC ADMINISTRATION	\$4,705.00
DJJDP - JUVENILE MEDIATION	\$22,000.00
DJJDP - PROJECT CHALLENGE	\$45,000.00
DJJDP - SENTENCING CIRCLES	\$10,000.00
DJJDP - THRIVE APPALACHIA	\$7,000.00
CONTRIBUTION FROM GENERAL FUND	\$16,800.00
TOTAL REVENUES:	\$105,505.00
EXPENSES	
DEPARTMENT	ADOPTED AMOUNT
JCPC - ADMIN GRANT	\$4,705.00
DJJDP - JUVENILE MEDIATION	\$26,400.00
DJJDP - PROJECT CHALLENGE	\$54,000.00
DJJDP - SENTENCING CIRCLES	\$12,000.00
DJJDP - THRIVE APPALACHIA	\$8,400.00
TOTAL EXPENSES:	\$105,505.00

E-911 SUCHARGE FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
ENHANCED 911 REVENUES	\$51,974.00
CONTRIBUTION FROM FUND BALANCE	\$0.00
TOTAL REVENUES:	\$51,974.00
EXPENSES	
ENHANCED 911 EXPENDITURES	\$51,974.00
TOTAL EXPENSES:	\$51,974.00

REGISTER OF DEEDS AUTOMATION FUND

REVENUES

DEPARTMENT	ADOPTED AMOUNT
AUTOMATION REVENUES	\$15,000.00

TOTAL REVENUES:	\$15,000.00
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EXPENSES

AUTOMATION EXPENSES	\$15,000.00
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TOTAL EXPENSES:	\$15,000.00
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REVALUATION FUND

REVENUES

DEPARTMENT	ADOPTED AMOUNT
CONTRIBUTION FROM GENERAL FUND	\$143,000.00

TOTAL REVENUES:	\$143,000.00
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EXPENSES

REVALUATION EXPENSES	\$143,000.00
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TOTAL EXPENSES:	\$143,000.00
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SHERIFF'S ASSET FORFEITURE

REVENUES

DEPARTMENT	ADOPTED AMOUNT
ASSET FORFEITURE REVENUES	\$10,000.00

TOTAL REVENUES:	\$10,000.00
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EXPENSES

ASSET FORFEITURE EXPENDITURES	\$10,000.00
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TOTAL EXPENSES:	\$10,000.00
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FIRE DISTRICT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
FIRE DEPT REVENUES	\$2,300,000.00
TOTAL REVENUES:	\$2,300,000.00
EXPENSES	
FIRE DEPT EXPENDITURES	\$2,300,000.00
TOTAL EXPENSES:	\$2,300,000.00

MULTI-YEAR CAPITAL PROJECT FUND	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
CONTRIBUTION FROM GENERAL FUND	\$40,000.00
TOTAL REVENUES:	\$40,000.00
EXPENSES	
EAST YANCEY SEWER PROJECT START-UP	\$40,000.00
TOTAL EXPENSES:	\$40,000.00

YANCEY COUNTY TOURISM DEVELOPMENT AUTHORITY	
REVENUES	
DEPARTMENT	ADOPTED AMOUNT
OCCUPANCY TAX	\$350,000.00
TOTAL REVENUES:	\$350,000.00
EXPENSES	
ADMINISTRATIVE EXPENSES	\$25,000.00
MARKETING	\$100,000.00
ADVERTISING	\$200,000.00
TOURISM RELATED CAPITAL	\$25,000.00
TOTAL EXPENSES:	\$350,000.00

Library Card Requirements:

Library cards are *free* for those who fit the criteria below. A \$10 fee is issued to a non resident applicant. To obtain a *free* library card, individuals must meet the following eligibility criteria:

1. Residency-

Library cards are available at no cost to individuals who reside, own property, attend school, or work within Yancey County.

2. Proof of Identity and Address-

Applicants must provide a valid form of photo identification and proof of current residential address. Acceptable forms of identification may include:

- State-issued driver's license or ID card
- Passport
- Student or employee identification card

3. Proof of address may include-

- Utility bill dated within the past 30 days
- Lease or rental agreement
- Official mail from a government agency

4. Age Requirements-

- Individuals under the age of 18 must have a parent or legal guardian present to co-sign the application and assume responsibility for materials checked out on the account.
- Children may be issued a juvenile library card, which may have borrowing limits or access restrictions, depending on library policy.

Loan Periods

- Books, Audiobooks, and Music CDs: 3 weeks
- New Books: 2 weeks
- DVDs and Blu-rays: 1 week
- Digital Materials: Loan periods vary; patrons can select their preferred duration when downloading items

Renewals

- Most items are eligible for up to 2 automatic renewals unless another patron has placed a hold on the item.

Holds

- Patrons may place holds on items currently checked out. Once available, the item will be held for 7 days.

Lost or Damaged Items

- Items not returned within 60 days of the due date are considered lost. Patrons will be charged the replacement cost plus a processing fee.
- Damaged items will be assessed on a case-by-case basis, and applicable fees will be determined accordingly by director or designee.
- Replacement library cards at \$2.00

Borrowing Limits

- Books: Up to 50 items
- DVDs/Blu-rays: Up to 10 items

Account Blocks

- Borrowing privileges may be suspended if a patron has unpaid fees for lost or damaged items.

Privacy and Confidentiality

- In accordance with the ALA Code of Ethics and North Carolina General Statute §125-19, all patron borrowing records are confidential and will not be disclosed except as required by law.

Accessibility and Family Services

- The library offers materials and services suitable for all ages and abilities, including large print books, audiobooks, and multilingual resources.
- Parents and guardians are encouraged to guide their children's reading choices.

Fines & Fees Policy

Overdue Items

The library does not charge daily fines for overdue materials. We believe in promoting equitable access and removing barriers to library use. However, patrons are still responsible for returning items on time to ensure availability for others.

Lost or Damaged Items

Patrons will be charged for items that are lost or returned damaged beyond repair. Charges include:

- Replacement cost of the item at the time of purchase
- A \$5.00 processing fee per item

Return Guidelines

- Each branch has a 24-hour book drop for the return of books and periodicals.
- To prevent damage, DVDs, video tapes, and audio books must be returned inside at the circulation desk during regular library hours.

Borrowing Privileges

Accounts with outstanding charges for lost or damaged materials must be resolved before new materials can be checked out.

Other Fees

- Copies & Print-Outs: Black & white – \$0.10 per page | Color – \$0.30 per page
- Faxing (where available): \$1.00 per page (sending or receiving)

*fees subject to change as material cost increases

Fine-Free Technology Lending Policy

The library is a fine-free institution for all materials, including technology. However, patrons are financially responsible for lost or damaged items. High-value items such as hotspots, laptops, and tablets are considered lost if not returned within 7 days of the due date and will incur a replacement charge. Charges will be removed if the item is returned in good condition.

Collection Policy

Purpose

This plan guides the development, maintenance, and evaluation of the library's collections to ensure they meet the informational, educational, cultural, and recreational needs of the community, in accordance with SLNC standards.

Mission Alignment

The library's collection supports its mission to foster lifelong learning, equitable access, and community engagement by providing materials for all patrons.

Guiding Principles

- Intellectual Freedom: Materials are selected without regard to personal, political, religious, or ideological viewpoints
- Responsiveness to Community: Collection decisions are based on user needs, demographic data, usage patterns, and direct feedback (SLNC Public Library Standards).

Collection Scope

The library collects a broad range of materials including:

- Formats: Books, audiobooks, DVDs, periodicals, digital media (eBooks, eAudio), streaming content, and non-traditional items.
- Languages: Primarily English, with materials in other languages (especially Spanish) based on community needs.
- Reading Levels: Ranges from early literacy to adult advanced readers.

Selection Criteria

Materials are selected using the following criteria:

- Relevance to community interests and needs
- Accuracy and currency of information
- Literary or artistic merit
- Reputation of author/publisher
- Cost and budget availability
- Demand (holds ratios, usage statistics)
- Professional reviews (e.g., *Library Journal*, *Booklist*)

The Library Director and/ or designated staff members oversee selection, with input from trained staff and patron suggestions.

Collection Maintenance

- Weeding: Materials are removed based on condition, use, accuracy, and relevance, using the CREW method (Continuous Review, Evaluation, and Weeding).
- Replacements: Popular, damaged, or missing items may be replaced depending on demand and availability.
- Preservation: Valuable or historical items may be preserved or digitized to ensure long-term access.

Digital Content

Digital resources (via OverDrive/Libby, etc.) are selected in coordination with consortium partners and guided by the same principles as print materials. Usage and licensing models are monitored regularly.

Challenged Materials

- The library defends the right to read and access information.
 - Challenges must be submitted in writing via a formal Request for Reconsideration form.
 - A review committee (including the Library Director and designated staff and/or boards) will evaluate the item using the library's selection criteria and SLNC guidelines.
-

Evaluation and Reporting

- Annual collection usage reports will inform development priorities.
- Collection audits (diversity, age, condition) are conducted regularly to ensure balance and relevance.
- This plan is reviewed annually by the Library Director and designated staff and is updated as needed.

Responsible Content Use Policy:

Compliance & Enforcement:

Library staff ensure that materials comply with legal standards. If a book or item violates the law, it may be reviewed and removed if necessary. Legal counsel may be consulted to ensure compliance with state and federal laws. (NC Statute 14-190) See: [G.S. 14-190.1](#)

Diversity of Viewpoints & Patron Requests:

The library aims to include a variety of perspectives. Patrons can suggest new materials, which will be considered based on selection criteria including budget considerations.

Reconsideration of Materials:

If a patron has concerns about a specific item, they may submit a formal request for review. The library will evaluate the material and make a fair decision based on policy guidelines. Please see the library director for this form.

Content Compliance:

The library does not knowingly include materials considered obscene under state law. Obscene content is defined based on legal standards, including its overall value and how it is perceived by community norms. Materials are evaluated in their entirety.

Selection & Review Process:

Books and materials are chosen based on relevance, accuracy, credibility, diversity, and quality. If a patron believes an item does not align with this policy, they may request a review. The library staff and/or boards will assess the material fairly and professionally.

Access & Responsibility:

The library does not restrict access to the library based on age or personal beliefs. Parents and guardians are responsible for guiding their children's use of library materials. A book's presence in the collection does not mean the library endorses its content.

Library Display Policy

Purpose

Library displays promote resources of the library as well as educate the public.

Guiding Values

This policy is based on:

- NC Public Library Standards
- The library's commitment to intellectual exploration
- A dedication to fostering community spirit, lifelong learning, and family engagement

Display Objectives

Library displays aim to:

- Encourage exploration of the library's collection
- Highlight topics of broad interest, including literacy, wellness, history, the arts, science, and seasonal themes
- Provide age-appropriate, family-friendly content in public areas

Professional

In order to maintain continuity and professionalism, library staff will curate displays based on library standards, resources and programs.

Concerns & Feedback

Patrons with concerns about a display may submit a Display Feedback Form to the Library Director. Feedback will be reviewed in relation to library values, this policy, and professional standards.

Public Library No-Trespassing Policy

Definition of Trespassing:

Trespassing occurs when an individual enters or remains on library property without authorization or after being instructed to leave by library staff or law enforcement.

Prohibited Conduct:

Individuals may be considered trespassers if they:

- Enter restricted areas not open to the public.
- Remain on library property after closing hours.
- Refuse to leave after violating library policies and receiving a formal notice.
- Engage in disruptive or unlawful behavior that threatens public safety.

Enforcement & Consequences:

- Library staff may issue verbal warnings or written trespass notices.
- Repeat offenders or individuals engaging in criminal activity may be subject to legal action under ****North Carolina General Statutes § 14-159.12**** (First-Degree Trespass) and ****§ 14-159.13**** (Second-Degree Trespass).
- Law enforcement may be contacted to remove individuals who refuse to comply.

Library Photo Permission Policy

Purpose:

The library occasionally takes photographs and videos to document events, promote programs, and showcase community engagement. This policy outlines how photography will be conducted and how patrons can opt out if they prefer not to be included.

Implicit Consent:

By entering the library premises, patrons acknowledge and consent to being photographed or recorded in public spaces. These images may be used in promotional materials, including social media, brochures, newsletters, and local media.

Opt-Out Procedure:

Patrons who do not wish to be photographed or recorded may:

- Notify a library staff member upon arrival.
- Request a visible ****“No Photo” sticker**** at the circulation desk (optional).

Library Social Media Policy

Purpose

The library uses social media to inform, engage, and connect with the community in alignment with our mission to provide equitable access to information and services. Social media is an extension of the library's public presence, reflecting our values of intellectual freedom, inclusion, respect, and transparency.

Scope

This policy applies to all official library social media accounts managed by staff, including but not limited to Facebook and its webpage.

Guiding Principles

The library's use of social media is governed by:

- NC Public Library Standards
- The Code of Ethics of the American Library Association
- The library's internal communication and conduct policies
- Federal and state laws regarding public records, privacy, and accessibility

Goals of Social Media Use

The library's social media presence aims to:

- Share news, events, and resources in a timely and accessible manner
- Promote library collections, services, and programming for all age groups
- Support digital literacy and community engagement

Accessibility and Inclusivity

The library is committed to ensuring that social media content is accessible to all users. Whenever possible:

- Images will include alt-text or image descriptions

- Videos will include captions or transcripts
- Posts will use plain language and avoid jargon
- Content will reflect the diversity and needs of the community, including materials for children, families, multilingual audiences, and individuals with disabilities

Content Standards

Library staff will maintain a consistent and professional voice. Social media content must:

- Be factual, respectful, and inclusive
- Avoid political endorsements or religious proselytizing
- Use age-appropriate language and imagery
- Reflect the full range of library services and collections, including materials for children, teens, and adults
- Respect patron as well as staff privacy

Public Interaction and Moderation

The library encourages respectful public interaction. Comments on posts will be turned off to encourage community knowledge and neutrality.

Users who repeatedly violate these guidelines may be blocked or reported as appropriate.

Staff Guidelines

Only authorized staff may post on official library accounts. All social media activity must:

- Be consistent with library messaging and branding
- Coordinate library events and programs with the director or designee
- Uphold the library's professional standards

Personal social media accounts of staff are not covered under this policy unless they represent the library or use official credentials.

Feedback and Review

Community members may provide feedback on the library's social media through emailing the Library Director. This policy is reviewed regularly to ensure alignment with best practices and evolving technology.

The meeting room at Yancey County Public Library is available to support library programs and services, promote community engagement, and provide space for public meetings and events.

Eligibility:

- Library-sponsored programs have first priority.
- The room may be reserved by non-profit groups, civic organizations, educational institutions, and government entities with prior approval.
- Private events are booked based on the discretion of the staff.

Reservation Guidelines:

- Reservations must be made at least 48 hours in advance and no more than 3 months in advance.
- Meeting Room is available during library hours only.
- A designated adult (18+) must complete the reservation form and be present for the entire meeting.
- Groups may use the meeting room up to 2 times per month.

Rules for Use:

- No admission fees or sales may occur without prior approval.
- The room must be left clean and in its original condition.
- Food and non-alcoholic beverages are permitted with prior approval.
- Users are responsible for any damage or additional cleaning costs.

Cancellations:

- Please notify the library at least 24 hours in advance if canceling.
- Repeated cancellations or no-shows may result in loss of room privileges.

Disclaimer:

Use of the meeting room does not imply library endorsement of the group or its activities.

For Further Guidelines regarding YC policy on meeting rooms:

Refer to Facilities Use agreement

Contact:

To reserve the room or for more information, please visit

www.yanceycountync.gov/library

Policy on Picketing and Other Demonstrations

Purpose:

As a public institution committed to the principles of intellectual freedom, the Yancey County Public Library recognizes the rights of individuals to peacefully assemble and express their views. This policy ensures that such activities are conducted in a manner that respects the rights of all patrons and maintains a safe and welcoming environment for library users and staff.

Policy Statement:

Peaceful protests, demonstrations, or expressive activities are permitted on library grounds under the following conditions:

1. Designated Areas:

- Protests or demonstrations must take place outside of library buildings and entrances, in areas that do not obstruct access, block walkways, or interfere with library operations.

2. Conduct:

- All participants must comply with local, state, and federal laws, including noise ordinances and public safety regulations.

5. Library Neutrality:

- The presence of a protest or demonstration on library property does not imply endorsement by the library or its staff.
- Library employees may not participate in protests during working hours or while representing the library.

*Disclaimer: This policy is intended to balance the constitutional right to free expression with the library's responsibility to provide a safe, welcoming, and disruption-free environment for all users.

Unattended Minors Policy

To ensure the safety of all visitors and to maintain a welcoming and secure environment, the Yancey County Public Library requires that minors (under the age of 13) be accompanied by a parent, legal guardian, or responsible adult caregiver at all times while on library property.

1. No Unattended Minors

- Minors under 13 years of age are not permitted to be in the library without supervision by a responsible adult
- A responsible adult must remain with the minor *under 13 years) at all times, including during programs, browsing, or use of public computers.
- The library does not act in loco parentis (in place of a parent) and cannot assume responsibility for minors left unattended.

2. Supervision During Programs

- All programs for children and teens (under 13 years) require the accompanying adult to remain in the library building. Drop-off is not permitted.
- If a minor arrives unaccompanied to a program or event, they will not be allowed to participate, and the adult will be contacted for pickup.

3. Library Closing and Emergencies

- If a minor is left unattended in the library or on library grounds at any time, including at closing, library staff will:
 - Attempt to contact a parent or guardian immediately.
 - If no responsible adult can be reached within 30 minutes, local law enforcement or child protective services will be contacted.
 - Staff will remain with the minor until appropriate authorities arrive.

4. Behavioral Expectations

- Minors are expected to follow all library policies while accompanied by an adult.

- If a minor's behavior becomes disruptive or unsafe, staff may request that the child and adult leave the premises. Repeated issues may result in a suspension of library privileges.

Policy Enforcement

YCPL reserves the right to take appropriate action, including the involvement of law enforcement or child protection authorities, in any situation where a minor is left unattended or at risk. This policy is in place to protect the safety and well-being of minors and to ensure a safe, productive environment for all patrons.

Computer and Internet Use Policy

Purpose:

In keeping with its mission to provide access to information and support lifelong learning, Yancey County Public Library offers public access to computers and the internet.

Access:

- Computers are available on a first-come, first-served basis.
- Users must sign in using their library card or a guest pass.
- Children under 18 must be accompanied by an adult.
- Parents/guardians are responsible for their child's internet use.

Time Limits:

- Sessions are limited to [30–60] minutes when others are waiting.
- Users may have up to [2] hours of total computer time per day.

Acceptable Use:

- Users must comply with local, state, and federal laws, including copyright and obscenity laws.
- Viewing of obscene or sexually explicit material, or engaging in illegal activity is strictly prohibited.
- Users may not tamper with computer hardware or software, install programs, or change system settings.

- Users may not use library computers for unauthorized access or hacking.

Filtering:

- In compliance with the Children's Internet Protection Act (CIPA), the library uses content filtering software on all public internet access terminals.

Privacy:

- The library respects user privacy but cannot guarantee complete confidentiality.
- Users should log out of all accounts and clear browsing history after use.

Printing:

- Printing is available at a cost of [\$0.10 per black-and-white page / \$0.25 per color page].
- Users are responsible for verifying print jobs before submitting.

Violation of Policy:

Failure to follow this policy may result in loss of computer privileges, suspension of library use, or legal action.

Disclaimer:

The library is not responsible for the accuracy, content, or availability of external internet sites.

The library assumes no responsibility for damage to personal devices or data due to library computer use.

Library Fee & Public Access Policy

Public Access Commitment

- The library strives to offer **free access to core services**, including borrowing materials, attending general programs, and using shared spaces.
- Library services, events, and educational resources will remain **inclusive and welcoming** to all patrons, regardless of financial status.

Fee-Based Services

Fees may apply for specialized programs and services that require additional funding, including:

- **Materials for hands-on workshops** (e.g., craft supplies, technology kits).
- **Professional instruction** (e.g., guest-led art classes, specialized training sessions).
- **Printing, copying, and laminating services** beyond standard free allowances.
- **Specialized event tickets or fundraising initiatives** that contribute to expanded library programs.

How Fees Support the Library

Funds collected from fee-based services directly **support community programming**, such as:

- Expanding free events and literacy initiatives.
- Enhancing collections and technology access.
- Funding outreach programs, pop-up libraries, and accessibility projects.

Affordability & Financial Assistance

To maintain **equitable access**, the library will offer:

- **Sliding-scale pricing or fee waivers** for qualifying patrons.
- **Sponsored scholarships** for youth or underserved communities.
- **Alternative free options** wherever feasible, ensuring no patron is excluded due to financial limitations.

Library Governance Policy

Purpose

The library operates as a public institution within a government building and is subject to local governance, North Carolina statutes, and Yancey County policies. This policy ensures compliance with applicable laws while maintaining a safe and accessible environment for all patrons.

Legal Authority & Compliance

- The library and its patrons are subject to North Carolina General Statutes governing public facilities, including regulations on conduct, accessibility, and public records.
- Yancey County policies regarding government buildings apply to all individuals on library premises, including safety protocols, emergency procedures, and facility use guidelines.

Patron Responsibilities

While in the library, patrons must:

- Follow all posted rules and regulations governing behavior and facility use.
- Comply with directives from library staff regarding safety, conduct, and policy enforcement.