

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, March 9, 2021 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Michael Garrison, Commissioner Matt Wechtel, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Vice-Chairman Goforth.

**Agenda Item 1: Agenda Approval**

Commissioner Gentry requested that the agenda be amended as follows:

- Item 5-addition of Tammy Cody, Health Department
- Item 5-will become Item 6
- Item 6-postponed until future meeting
- Item 7-remains the same
- Item 8-remains the same with Norris Gentry presenting
- Item 9-remains the same
- Item 10-addition-Chris Maney, Mowing Bids for Parks and Athletic Facilities
- Item 10-postponed
- Item 11-remains the same

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to amend the agenda. (Attachment 1.1)

**Agenda Item 2: Approval of February 9, 2021 (Regular) Minutes and February 23, 2021 (Special Minutes)**

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve as submitted.

**Agenda Item 3: Public Comment**

No public comment was available to be heard by the Board.

**Agenda Item 4: Stephen Fusco, American Red Cross**

Stephen Fusco with the American Red Cross presented and discussed a proclamation to name March as American Red Cross month as well as read the proclamation into record.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve and name March as American Red Cross month. (Attachment 4.1)

**Agenda Item 5: Tammy Cody, Health Director**

Ms. Cody joined the meeting via electronic means and discussed information regarding the COVID pandemic with the Board as well as answered questions from Board members. Information discussed by Ms. Cody included

vaccines and vaccine clinic information, immunity, vaccine statistics, variants in the region, and collaborations created to give vaccines.

Also discussed with the Board by Ms. Cody was information regarding the proposed building addition at the Health Department and possible grant funding for the project.

**Agenda Item 6: Norris Gentry, Architectural Proposal**

Commissioner Gentry presented and discussed information regarding the preliminary proposal for the proposed Health Department addition from PFA Architectural Firm. He discussed the budget and funding for the project.

Discussion was had by the Board.

**Agenda Item 7: Ross Young, NC Cooperative Extension-Madison County Center**

Mr. Young presented a power point presentation and discussed the work of Extension in regards to the COVID response. Information presented included projects and initiatives that the Department has been leading including food box distribution and meal delivery to seniors, the food preservation series, hog programs, 4-H Chef Camp, venison meat program, Go Outside Grants, product distribution for farmers, and Garden Club food bank donations.

**Agenda Item 8: Norris Gentry, Commissioner/Interim County Manager**

**a. Budget Amendment #9**

Commissioner Gentry presented and discusses Budget Amendment #9 with the Board.

Discussion was had by the Board.

Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 8.1)

**b. February Financial Report**

The February financial report was presented and discussed with the Board by Commissioner Gentry. (Attachment 8.2)

**Agenda Item 9: Diana Norton, Tax Assessor**

**a. Tax Refunds and Releases**

Ms. Norton presented tax releases and refunds for the month of February to the Board and answered questions from Board members.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 9.1)

**Agenda Item 10: Chris Maney, Parks and Recreation Director**

Mr. Maney presented and discussed bids for mowing of the County owned Community Centers for the upcoming mowing season which includes properties at Beech Glen, Ebbs Chapel, Barnard Park, and Walnut. He also answered questions from Board members regarding the bids presented and mowing information.

Discussion was had by the Board and counsel was provided by County Attorney Laws who clarified the specifications of the bids and noted that a standard contract could be developed and the Board could vote to award the bid and authorize the person of their choice to authorize the contract with the bidder. Further discussion was had by the Board and Mr. Maney with Attorney Laws noting that a budget amendment would be required before services could be rendered.

Vice-Chairman Goforth noted that he would recommend the very last one due to the level of details and giving us exactly what we are getting. Commissioner Wechtel clarified with Vice-Chairman Goforth that he is making that in the form of a motion with Vice-Chairman Goforth confirming and Commissioner Gentry seconding the motion. Further discussion was had by the Board with Commissioner Wechtel requesting that the motion be amended to include that all proper insurances are included in this price and that he can fulfill the contract drawn up by the county attorney with Vice-Chairman Goforth agreeing to amend his motion to say exactly what Commissioner Wechtel said and approved by Attorney Laws before it would be moved forward. Further discussion was had by the Board and Commissioner Gentry called for a vote. The Board voted unanimously in favor and Vice-Chairman Goforth noted that the vote was for the third one, Mr. Garrett. (Attachment 10.1)

**Agenda Item 11: Norris Gentry, Commissioner/Interim County Manager**

**a. County Manager's Update**

Commissioner Gentry provided an update regarding local and state revenues.

Information regarding a scheduled upcoming call with the North Carolina Association of County Commissioners to discuss COVID funds being anticipated and when they will be allocated was discussed with the Board by Commissioner Gentry.

Commissioner Gentry discussed with the Board, necessary repairs that are needed to County property including the Administration Building. Commissioner Garrison noted that a Capital Plan is needed for long term building funding. Discussion was had by the Board.

Recognition by the US Census Bureau given to the County for the work during the 2020 US Census was discussed with the Board by Commissioner Gentry.

**b. CTS Software Contract**

Commissioner Gentry presented the CTS Software contract for the Transportation and Operations Department to the Board and counsel was provided by Attorney Laws who noted that he had reviewed the contract and that the County's standard addendum should be added.

Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve the contract as amended by our County Attorney. (Attachment 11.2)

**c. County Owned Surplus Property**

Commissioner Gentry presented and discussed a new bid for County owned surplus property to the Board.

Discussion was had by the Board. Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to reject the bid.

**d. County Board Appointments**

Commissioner Gentry presented and discussed current County Board vacancies with the Board. Discussion was had regarding the Board of Health and Dr. Suzanne Sheldon was recognized for her work with the Board of Health by Commissioner Wechtel.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to re-appoint Dr. Suzanne Sheldon to the Board of Health in the required role of the Veterinarian for the County.

The reappointments of Diana Rogers and Larry Peek to the Board of Health were discussed by Commissioner Wechtel who made a motion that they be reupped or reappointed to those individual positions, that would be

Diana Rogers and Larry Peek. The motion was seconded by Vice-Chairman Goforth and the Board voted unanimously to approve.

Commissioner Wechtel made a motion that the fourth seat on the Board of Health be carried over to our next meeting clarifying that there are no other applicants and recommending that anyone interested submit an application.

Commissioner Wechtel requested to move on to the Housing Authority Board. He noted that there is only one opening and one applicant who is more than qualified. Commissioner Garrison clarified and Commissioner Wechtel noted that there are two openings with Commissioner Gentry noting that there is only one applicant. Discussion was had by the Board and Vice-Chairman Goforth stated that he would certainly second Commissioner Wechtel's motion to approve with Commissioner Wechtel noting that the approval is for Carol Askew. The Board voted unanimously in favor.

Discussion was had by the Board regarding vacancies on the Parks and Recreation Board. Commissioner Wechtel made a motion to reappoint Cassandra Buckner, Ryan Cody, Lee Hoffman, Adam Hunter, Mac Boone Jr. and new appointment of Eric Allen to the Parks and Rec Board to fulfill or finish out all of the openings on that Board. Commissioner Gentry noted that Mac Boone's term will expire 12/22 and Eric Allen's term will expire 12/22. Discussion was had by the Board. Commissioner Garrison seconded the motion and the Board voted unanimously to approve.

Discussion was had by the Board.

Commissioner Garrison requested to clarify that there are six applicants and one that is not included in the name at the top. Commissioner Gentry requested clarification from Clerk Bradley who advised the Board that there was not an application presented for Adam Hunter. Commissioner Wechtel sought clarification from Attorney Laws regarding amending the motion with Attorney Laws noting that the motion could be amended to only fill five of the positions. Commissioner Wechtel noted that the Director of the department is in attendance and requested if Mr. Hunter would be willing to serve again. Parks and Recreation Director Chris Maney advised the Board that Mr. Hunter would serve and give him an application with the Board agreeing.

**Agenda Item 12: Adjournment**

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to adjourn at 8:20 p.m.

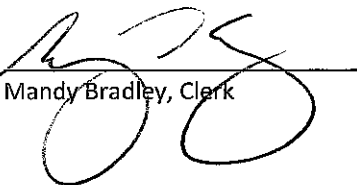
This the 9th day of March, 2021.

MADISON COUNTY



Mark Shelson, Chairman  
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners  
Agenda  
March 9, 2021

7:00 P.M.

Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence

1. Agenda Approval
2. Approval of February 9, 2021 (Regular) Minutes and February 23, 2021 (Special) Minutes
3. Public Comment
4. Stephen Fusco, American Red Cross  
Red Cross Proclamation
5. Tammy Cody, Health Director
6. Scott Donald, PFA Architects  
Health Department Preliminary Construction Proposal
7. Ross Young, NC Cooperative Extension-Madison County Center  
Extension Update
8. Norris Gentry, Commissioner/Interim County Manager
  - a. Budget Amendment #9
  - b. December Financial Report
9. Diana Norton, Tax Assessor  
Tax Refunds and Releases
10. Chris Maney, Parks and Recreation Director  
Mowing Bids for Parks and Athletic Facilities
11. Norris Gentry, Commissioner/Interim County Manager
  - a. County Manager's Update
  - b. CTS Software Contract
  - c. County Owned Surplus Property
  - d. County Board Appointments
12. Adjournment

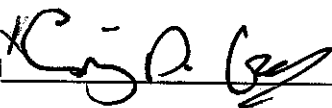
**PROCLAMATION NAMING MARCH AS  
AMERICAN RED CROSS MONTH, 2021**

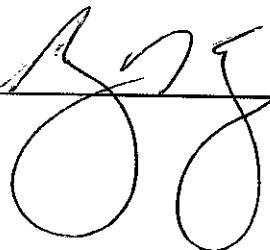
March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in Madison County, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering.

During the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage.

Here in Western North Carolina, local families relied on volunteers for comfort and hope. Last year, 358 local American Red Cross volunteers responded to 198 home fires and local disasters, educated over 1,100 people in community preparedness, installed 600 smoke alarms, provided 950 services to military members and their families, and helped collect over 24,000 units of lifesaving blood products.

This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

Signed 

SEAL (attest) 

**Madison County  
Board of Commissioners**

**Budget Amendment #9  
March 9, 2021**

Description	Line Item	Debit	Credit
<b>Ad Valorem</b>			
2019 Taxes	10.3100.2019		\$3,985.00
2010 Taxes	10.3100.2010	\$500.00	
2011 Taxes	10.3100.2011	\$2,000.00	
2014 Taxes	10.3100.2014	\$1,000.00	
2015 Taxes	10.3100.2015		\$190.00
<b>Information Tech</b>			
Professional Services To continue training on GIS	10.4931.1990	\$ 7,380.00	
<b>Animal Services</b>			
Wilkinson Grant	10.4380.6200	\$ 6,000.00	
Wilkinson Grant	10.3438.6200		\$ 6,000.00
<b>Maintenance</b>			
Courthouse Facility Audio/Video Upgrade at the Courthouse	10.4261.4200	\$ 12,216.00	
<b>Register of Deeds</b>			
Fees	10.3418.4100		\$24,150.00
Marriage License	10.3418.4110		\$520.00
Conveyance Tax Adjust to actual	10.4180.6140	\$ 24,670.00	
<b>Transportation</b>			
CARES Vaccination Transportation Director secured funding for the use of the Department to transport individuals to received their vaccinations.	10.3452.8800		\$ 16,093.00
<b>Finance</b>			
Membership & Dues	10.4130.4910	\$ 1,520.00	
Finance Professional Services	10.4130.1910	\$ 11,250.00	
Misc Income	10.3836.1100		\$ 499.80
<b>Health Department</b>			
Vehicle Repair Cost of repair of vehicle turned over by DSS	10.5110.3530	\$ 5,160.00	

**Economic Development**

Grant Matching/Incentive	10.4930.9001	\$	9,798.00
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This amount was not approved, although was included, in the FY21 budget proposal.

**Fire District Fund**

Marshall Fire Dept	15.3187.0150		\$17,455.00
Marshall Fire Dept	15.4341.0150	\$	17,455.00
Mars Hill Fire Dept	15.3187.0155		\$108,195.00
Mars Hill Fire Dept	15.4341.0154	\$	108,195.00
Ebbs Chapel Fire Dept	15.3187.0160		\$15,136.00
Ebbs Chapel Fire Dept	15.4341.0160	\$	15,136.00
Jupiter Fire Dept	15.3187.0165		\$9,210.00
Jupiter Fire Dept	15.4341.0165	\$	9,210.00
Leicester Fire Dept	15.3187.0170		\$1,304.00
Leicester Fire Dept	15.4341.0170	\$	1,304.00
Big Pine Fire Dept	15.3187.0175		\$2,079.00
Big Pine Fire Dept	15.4341.0175	\$	2,079.00
Country Fire Dept	15.3187.0180		\$2,087.00
Country Fire Dept	15.4341.0180	\$	2,087.00
Walnut Fire Dept	15.3187.0190		\$10,000.00
Walnut Fire Dept	15.4341.0190	\$	10,000.00
Spring Creek Fire Dept	15.3187.0195		\$ 10,555.00
Spring Creek Fire Dept	15.4341.0195	\$	10,555.00

Adjust to actual.

**Re-Valuation Fund**

Reserve for reval	25.4100.4000	\$	23,360.60
Transfer from fund balance	25.3000.1000		\$ 23,360.60
Transfer from fund balance	25.3000.1000		\$ 9,721.93
Transfer from General Fund	25.3981.9800	\$	9,721.93

Approved moving from General Fund at January 12th meeting, this records for the ability for disbursement.

**Solid Waste Department**

Duplicate Cards	80.3472.8000		\$ 20,000.00
Sale of Recycling	80.3472.8101		\$ 9,409.00
Disposal Cards	80.3472.8110		\$ 326,585.00
Professional Services: Engineer	80.4720.1960	\$	195.00
Repairs& Main:Equipment	80.4720.3520	\$	4,965.00
Capital Vehicles	80.4720.5410	\$	6,565.00
State Required Permits	80.4720.6980	\$	50.00
Recycling Education	80.4721.5740	\$	1,100.00
Office Supplies	80.4720.2610	\$	1,500.00
Contingency	80.4720.5980	\$	341,619.00

To adjust to actual as revenues exceeded projected amounts



**Occupancy Fund**

Occupancy Tax	22.3414.1200		\$ 315,920.00
Professional Services	22.4140.1900	\$ 315,670.00	
Professional Services	22.4140.1910	\$ 243.00	

Adjust to actual. Additional revenue than what was in original budget

**CDBG 11-C-2318**

Expense	23.8700.0100	\$ 8,914.00	
Revenue	23.3493.8700		\$ 8,914.00

**Sales Tax**

1/4 cent sales tax	10.3232.3115		\$ 39,168.96
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**Education/Schools**

1/4 cent sales tax	10.5911.7200	\$ 39,168.96	
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**Contingency**

10.7000.0000		\$ 30,049.20	
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\$ 1,010,587.49 \$1,010,587.49

We are 66.77% of the way through the FY21 budget.

**Attachment 8.2**

Bank balances at February 28, 2021 are as follows:

	Unrestricted	Restricted
General Fund	\$4,590,034.57	
Debt Service Fund	\$48,524.85	
Capital Outlay Fund	\$326,112.70	
Capital Management	\$9,356,443.92	
Occupancy Tax Fund		\$117,425.21
Revaluation Fund		\$74,408.51
Tourism Development		\$793,558.97
Automation Fund		\$164,291.64
Drug Seizure Fund		\$6,566.22
Inmate Trust Fund		\$27,725.94
Soil & Water Conservation		\$65,158.24
<b>Total of All Accounts:</b>	<b>\$14,321,116.04</b>	<b>\$1,249,134.73</b>

New Jail Loan	\$	-	(Due in February)
School Debt Service	\$	-	(Due in February)
40-42 Set Aside for Schools	\$	(527,779.45)	
Unspent Grant/Restricted Proceed	\$	(767,625.28)	
Adoption Promotion Fund	\$	(102,152.73)	
Encumbered Amounts	\$	(2,556,984.31)	
<b>Total Unassigned and Unrestricted</b>	<b>\$10,366,574.28</b>		

	General	Landfill	911
<b>Unassigned and Unrestricted total</b>	<b>\$9,255,202.14</b>	<b>\$253,003.18</b>	<b>\$286,420.91</b>

SUMMARIES:

Percentage of budget at February 2021 is:

All Funds:		YTD		% OF BUDGET
Revenues	\$1,474,133.64	\$24,061,373.24		77.86
Expenditures	\$1,941,275.34	\$17,056,310.81		57.41

General Fund	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 02/20
Revenues to Date:	\$1,384,101.56	\$21,620,328.75		79.45	\$18,915,097.08
Expenditures to Date:	\$1,772,162.89	\$15,672,022.32	\$ 2,097,738.50	61.25	\$15,129,159.89
Gain/Loss to Date:	(\$388,061.33)	\$5,948,306.43			\$3,785,937.19
Contingency	\$257,028.60				

Landfill	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 02/20
Revenues to Date:	\$90,032.08	\$2,351,833.80		111.17	\$1,653,877.79
Expenditures to Date:	\$162,666.37	\$1,274,717.95	\$458,030.81	58.22	\$1,242,774.12
Gain/Loss to Date:	(\$72,634.29)	\$1,077,115.85			
Contingency	\$6,798.62				

911 Emergency Telephone Service	MTD	YTD		% OF BUDGET	YEAR TO DATE 02/20
Revenues		\$89,210.69		42.94	\$130,045.63
Expenditures	\$6,446.08	\$109,570.54	\$1,215.00	52.74	\$134,814.98
Gain/Loss	(\$6,446.08)	(21,614.71)			(\$4,769.35)
Contingency	\$-				

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 02/20
Vehicle Tax	\$89,407.17	\$660,430.18	75.06	\$608,921.98
Overages/Underages	\$0.00	\$3.72		\$3.23
Ad Valorem Tax Interest	\$11,954.56	\$96,751.82	74.42	\$80,936.62
Late Listing Fee	\$492.17	\$13,861.02	86.63	\$13,217.97
Legal Fees				
2009 Ad Valorem Tax		\$164.25		\$1,172.94
2010 Ad Valorem Tax		\$150.51	3.01	\$3,688.88
2011 Ad Valorem Tax		\$1,677.76	33.56	\$2,665.16
2012 Ad Valorem Tax		\$2,924.71	41.78	\$3,099.69
2013 Ad Valorem Tax	\$753.87	\$4,425.70	63.22	\$1,971.33
2014 Ad Valorem Tax	\$79.56	\$2,852.19	35.65	\$5,593.85
2015 Ad Valorem Tax	\$1,251.98	\$8,381.30	104.77	\$7,249.50
2016 Ad Valorem Tax	\$550.10	\$14,106.07	47.02	\$20,812.03
2017 Ad Valorem Tax	\$832.97	\$21,427.03	35.71	\$53,644.27
2018 Ad Valorem Tax	\$2,542.22	\$61,347.63	61.35	132,860.42
2019 Ad Valorem Tax	\$4,926.05	\$185,561.44	103.9	10,126,765.87
2020 Ad Valorem	\$193,168.48	\$11,420,787.74	97.11	4,478.99
2021 Ad Valorem	\$1,353.72	\$1,353.72		
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs		93.47		
Sale of Tax Maps	\$25.00	\$55.50	13.88	\$335.00
Tax Office Copies				9168.86
Returned Check				\$35.17
Refunds/Overpayment of Taxes	\$460.63	\$88,589.64		\$3,750.89
Contra: Returned Check		\$1,284.81		
Sale of Foreclosed Property		\$2,509.00	16.73	\$16,500.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming		\$4,023.55	28.74	\$7,575.22
Sales Tax	\$461,444.84	\$2,965,757.45	77.22	\$1,852,095.26
Gas Tax Refund/State	\$1,663.85	\$12,775.56	58.07	\$13,261.52
Payment In Lieu of Taxes		\$5,892.48	3.72	
Forest Service Timber Sales				
Clerk of Court	\$5,150.22	\$39,943.34	78.01	\$43,552.87
Board of Elections		\$21,357.32	99.23	\$13,392.73
Register of Deeds	\$31,898.25	\$370,859.75	106.55	\$233,922.50
Sheriff's Department	\$128,338.54	\$987,792.97	71.85	\$764,727.97
Emergency Management		\$20,625.00	53.54	\$20,625.00
Inspections	\$72,152.00	\$142,171.19	76.52	\$182,963.18
Animal Control	\$7,388.00	\$28,635.09	109.73	\$32,982.48
Transportation	\$3,537.23	\$97,000.17	22.2	\$495,517.45
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJD	\$8,036.00	\$190,787.70	59.51	\$66,013.55

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 02/20
Health Department	\$ 25,209.21	\$ 1,167,913.50	60.4	\$ 105,763.13
Medicaid Hold Harmless Tax		\$ 58,054.46	70.8	\$ 118,492.15
Social Services	\$333,282.62	\$1,306,517.20	50.76	\$1,339,892.25
AFDC				
Foster Care	\$28,408.97	\$243,405.03	23.5	\$335,884.74
Medicaid				\$370.00
Adoption	\$ 390.00	\$127,116.07	66.84	\$8,925.00
Child Support Enforcement	\$9,456.57	\$63,936.88	56.27	\$41,226.11
In Home Aides	\$2,526.21	\$31,698.60	25.04	\$50,506.03
Beech Glen Center				\$235.00
Nutrition	\$7,692.00	\$76,718.51	44	\$97,287.24
State Lottery Funds/Education		\$350,000.00		250000
Library	\$6,781.51	\$56,297.26	56.35	\$72,076.60
Parks & Recreation	\$2,700.00	\$6,370.00	59.04	\$9,420.00
Interest Earned	\$195.24	\$1,779.51	6.98	\$69,039.17
Rent of County Property	\$4,477.50	\$36,320.00	51.66	\$48,805.00
Finance/Other		\$10,701.15	148.63	\$6,156.97
Miscellaneous Income	499.80	\$ 595,662.13	119.85	\$18,779.83
Fund Transfer In				
Totals	1,384,101.56	21,620,328.75	79.45	\$18,915,097.08

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 02/20
Governing Body	\$6,190.72	\$117,089.13		76.24	\$66,556.87
Finance Office	\$45,513.39	\$310,315.43	\$ 19,834.99	56.23	\$315,296.28
Tax Collector	\$25,061.71	\$171,498.52	\$ 40,385.00	58.65	\$201,365.82
Tax Supervisor	\$16,700.37	\$146,443.04		59.3	\$114,155.19
Land Records					
Professional Services					
Court Facilities	\$324.04	\$10,239.20		30.41	\$13,276.96
Board of Elections	\$11,820.74	\$266,125.71	\$ 43,322.59	78.78	\$163,263.78
Register of Deeds	\$42,529.98	\$242,391.03		93.64	\$177,175.87
Register of Deeds- Automation		\$19,999.00		100	\$0.00
Custodial	1900.97	\$2,584.73		6.93	\$0.00
Maintenance	\$43,157.15	\$256,089.95	\$ 5,910.00	44.79	\$306,734.33
Sheriff's Department	\$239,158.62	\$2,451,365.20	\$ 27,787.44	69.35	\$2,405,899.82
Emergency Management	\$5,928.41	\$51,042.48	\$ 3,300.93	52.43	\$60,556.01
911 Dispatchers	\$39,482.33	\$404,050.16	\$ 26,146.00	60.55	\$387,372.13
Fire Contract/Forest Service	\$25,297.77	\$46,599.48		41.62	\$12,243.60
Inspections	\$20,933.00	\$155,501.71	\$165.73	49.48	\$171,865.06
Economic Development	\$8,468.65	\$54,205.71	\$2,400.00	48.97	\$412,456.82
Medical Examiner		\$6,500.00		52	\$800.00
Ambulance Service Contract	\$142,916.67	\$1,143,333.36	\$571,666.64	66.38	\$751,112.00
Animal Control	\$20,135.79	\$179,959.11	\$2,270.90	55.91	\$210,963.92
Transportation - Admin	\$5,816.60	\$61,751.65		48.38	\$68,906.42

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 02/20
Transportation - Operating	\$21,669.35	\$166,383.37	\$2,734.00	44.07	\$243,070.50
Transportation - Capital Outlay					287716.44
Transportation - EDTAP	21.60	\$958.05		156.08	\$3,646.80
Planning & Development	1,117.50	\$123,458.94	\$1,925.00	90.18	\$87,645.06
Information Technology	16,826.67	\$155,547.18		62.33	\$122,791.83
Cooperative Extension	19,756.65	\$146,566.63	\$2,206.47	56.36	\$142,995.86
Soil & Water	\$9,833.53	\$82,570.75		61.12	\$86,286.15
Health Department	\$280,390.34	\$1,995,706.55	\$45,327.37	63.4	\$1,782,779.28
Drug Free Community	7340.68	\$90,030.31		72.02	
Management Admin.	\$8,677.02	\$254,376.39		46.36	\$49,540.42
Social Services	\$192,417.76	\$1,693,939.78		52.85	\$1,804,771.23
AFDC		\$3,080.26		38.5	\$5,998.84
Special Assistance		\$48,731.49		33.84	\$73,046.00
State Foster Care	\$6,782.19	\$87,174.43		12.45	\$291,500.32
Foster Care Program	\$42,512.61	\$205,928.99		50.23	\$120,720.11
Medical Assistance Program					
Adoption Assistance		\$65,886.41		24.06	\$69,739.23
Crisis Intervention	\$17,353.30	\$170,038.24		63.08	\$116,787.05
Child Support	\$7,149.82	\$62,692.01	\$11,105.44	49.05	\$64,554.10
In Home Aides	\$7,147.80	\$73,191.76		37	\$119,409.85
Nutrition	\$47,324.65	\$336,010.40	\$31,838.00	64.54	\$225,680.54
Education	\$343,582.44	\$3,353,219.44	\$ 1,221,248.00	76.06	\$3,037,211.00
A-B Technical College	\$9,542.00	\$76,336.00	\$ 38,164.00	66.67	\$75,000.00
Bank Charges	\$0.00	\$8,702.07		49.73	\$9,245.51
Library	\$39,555.23	\$319,338.76		63.66	\$296,400.17
Parks & Recreation	\$8,724.61	\$57,632.63		49.51	\$71,553.37
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
<b>TOTALS</b>	<b>\$1,772,162.89</b>	<b>\$15,672,022.32</b>	<b>\$ 2,097,738.50</b>	<b>61.25</b>	<b>\$15,129,159.89</b>

**LANDFILL FUND**

REVENUES	MTD	YTD	% OF BUDGET	YEAR TO DATE 02/20
Transfer From Fund Balance				
Landfill Miscellaneous Fees		\$170.20	56.73	\$382.93
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	\$ 6,178.08	\$14,340.33	51.22	\$15,965.62
Local Tire Disposal Fee	\$28.00	\$705.00	141	\$582.50
White Goods Tax				
Sale of White Goods		\$10,531.40	87.76	\$2,597.20
Household Hazardous Waste				\$1,088.42
Temporary Disposal Cards	\$3,640.00	\$67,096.61	97.78	\$14,977.00
Duplicate Disposal Cards	\$370.00	\$38,259.32	211.87	\$630.00
Landfill Disposal Cost Fees	\$10,674.99	\$82,002.83	58.89	\$69,713.24
Landfill Sale of Recyclables	\$6,738.27	\$29,409.03	147.05	\$19,533.50
Nuisance Tires				
Disposal Cards	\$55,790.85	\$2,071,746.00	119.51	\$1,448,369.65
Construction Demolition	\$1,447.75	\$26,757.55	36.46	\$56,533.39
Solid Waste Disposal Distribution	4595.36	\$8,926.75	59.51	\$4,487.23
Grant/State				
Electronics Management	568.78	\$568.78	22.75	13309.58
Electronics (County)		\$5,156.41	171.88	\$565.00
Interest				
<b>Totals</b>	<b>\$90,032.08</b>	<b>\$2,351,833.80</b>	<b>111.17</b>	<b>\$1,653,877.79</b>

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 02/20
Landfill	\$147,651.36	\$1,125,192.50	\$290,684.28	63.67	\$1,096,297.67
Recycling	\$14,723.06	\$133,450.00	\$161,251.43	34.15	\$128,746.06
Scrap Tires	\$291.95	\$16,039.45	\$6,095.10	64.16	\$17,730.39
White Goods					
Closure/Post Closure					
<b>Totals</b>	<b>\$162,666.37</b>	<b>\$1,274,717.95</b>	<b>\$458,030.81</b>	<b>58.22</b>	<b>\$1,242,774.12</b>

Report Parameters:

Release Date Start: 2/1/2021 Release Date End: 2/28/2021  
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount

Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
000000168-2019-2019-0000-00-REG	CEMETERIES	8/28/2019	Exempt Property	DIANA	2/17/2021	141.53	141.53	0.00
000000195-2020-2020-0000-00-REG	MOORE, JERRY J	9/21/2020	Landfill error	DIANA	2/1/2021	1,222.28	180.00	1,042.28
0000001582-2020-2020-0000-00-REG	GOFORTH, WILLIAM CHARLES	9/21/2020	Landfill error	DIANA	2/11/2021	1,197.69	180.00	1,017.69
0000001604-2020-2020-0000-00-REG	CANTRELL, TIMOTHY CLYDE	9/21/2020	Landfill error	DIANA	2/12/2021	271.89	180.00	91.89
0000004123-2020-2020-0000-00-REG	MCINTOSH, EVA ELIZABETH	9/21/2020	Landfill error	DIANA	2/1/2021	955.17	180.00	775.17
0000009373-2020-2020-0000-00-REG	REAVIS, MICHAEL D.	9/21/2020	Landfill error	DIANA	2/1/2021	281.15	180.00	101.15
0000009700-2020-2020-0000-00-REG	SHELTON, HARLEY	9/21/2020	Landfill error	DIANA	2/1/2021	2,021.12	180.00	1,841.12
0000010298-2020-2020-0000-00-REG	GOSNELL, KENNETH	9/21/2020	Landfill error	DIANA	2/1/2021	621.18	360.00	261.18
0000010949-2020-2020-0000-00-REG	FLOYD, KATHY S.	9/21/2020	Landfill error	DIANA	2/1/2021	303.57	180.00	123.57
0000013479-2020-2020-0000-00-REG	D'AUTEUIL, RAYMOND J.	9/21/2020	Landfill error	DIANA	2/1/2021	841.19	180.00	661.19
0000014651-2020-2020-0000-00-REG	DUFFY, DANIEL BENJAMIN	9/21/2020	Landfill error	DIANA	2/1/2021	480.47	360.00	120.47
0000015378-2020-2020-0000-00-REG	REDMON, HUBERT HAMPTON JR	9/21/2020	Landfill error	DIANA	2/1/2021	2,603.25	180.00	2,423.25
0000015462-2020-2020-0000-00-REG	CODY, JOYCE	9/21/2020	Landfill error	DIANA	2/11/2021	394.00	180.00	214.00
0000021525-2020-2020-0000-00-REG	MICHALOVE, BENJAMIN	9/21/2020	Adjustment	DIANA	2/15/2021	4,321.89	1,150.28	3,171.61
0000571617-2020-2020-0000-00-REG	TREVOR, JUNE PALMOUR	9/21/2020	Assessed In Err	COLTON KENT	2/15/2021	4.72	4.72	0.00
Subtotal							3,816.53	
Total							3,816.53	



Est Year	0000	Period #	0000	Source Type	0000	Agency	0000	State of NJ - Judicial Courts	0000	Source Recipient Name	0000	Actual Address Line 1	0000	Actual Address Line 2	0000	Actual City	0000	Actual State	0000	Actual Zip Code	0000	Actual Len	0000	Case No	0000	Report ID	0000	Report Amount	0000	Decision	0000	Preparer	0000	Special	0000	Pre-Subst	0000	Pre-Subst (\$)	0000	
MACBON Return#	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000
Subject	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000	0000

Address  
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 STATE

STATE OF NORTH CAROLINA

AGREEMENT FOR SERVICES

COUNTY OF MADISON

1 APRIL, 2021

THIS AGREEMENT is made and entered into on this the day and year first above written, by and between, MADISON COUNTY, a Body Politic and Corporate of the State of North Carolina, hereinafter "County"; and MATTHEW GARRETT "Contractor"; thus

WITNESSETH

THAT WHEREAS the County has heretofore advertised for proposals for mowing and landscape services wherein bids were requested for certain services described therein, to be provided to the County for mowing and landscaping; and

WHEREAS bids were received, tabulated, and reviewed; and

WHEREAS the County determined that the bid made by the Contractor, by its terms, considering all relevant information, was the most appropriate bid, and that the best interests of the County would be promoted if the County elected to enter into a contract with the Contractor.

IT IS THEREFORE AGREED by the County and the Contractor as follows:

- 1) Term: The term of this agreement shall be for an initial one-year period commencing on April 1, 2021 and ending October 31, 2021. The County has the option of extending the term of this agreement on its same terms and provisions for two additional one-year extensions, provided that the County gives to the Contractor written notice of its election to extend each term within thirty (30) days of the termination of the prior one-year term then expired.
- 2) Scope of Services: This contract is for mowing services, including ancillary services including, without limitation, weed-eating, blowing, and cleanup such that the Contractor shall maintain lawn areas on the properties set forth herein below on an as-needed basis, using appropriate labor, equipment and materials required to maintain a grass height during the mowing season as directed by the Director of Madison County Parks and Recreation Department. The County anticipates the mowing season to be April 1<sup>st</sup> through October 31<sup>st</sup>. The County anticipates that there may times that the particular sites may require mowing more than one time per week and at other times may require less mowing than one time per week. The particular number of times that each site is mowed shall not exceed the quantity or number of mows as set forth in the paragraph regarding compensation set forth hereinbelow. However, in the event of drought or other reasons the parties anticipate that the required number of

mows could be less than the number set forth hereinbelow. The County reserves the right to curtail the mowing during extended drought conditions.

Lawns bordering foundations, structures, fences, trees, utility poles etc. shall be string-trimmed to match the mowed lawn areas. Sidewalks, curbs, and other paved areas shall be edged as necessary and at least monthly to maintain a neat and landscaped appearance.

The application of approved weed control products is permitted in landscaped beds, walks, concrete expansion joints, parking lots, and other areas as pre-approved by the County. Prior to mowing, grounds shall be policed for trash and debris and any debris not picked up but mowed shall be immediately cleared.

After mowing, edging, and trimming all walks, stoops, driveways and other pavements, those areas shall be blown or swept to remove all grass clippings and other debris. Contractor shall rake and remove all clumped grass clippings and necessary to maintain a clean appearance and to maintain healthy grass growth. Driving the mower over sidewalks does not constitute blowing or sweeping.

- 3) Properties Subject to this Agreement are as follows: (1) Beech Glen Community Center and Ballfield, (2) Ebbs Chapel Community Center Grounds and Ballfield, (3) Walnut Community Center Grounds; and (4) Barnard Community Center Grounds.
- 4) Quality and Assurances: The Contractor shall perform all work in a timely, orderly and efficient manner, satisfactory to the County. To ensure quality and thoroughness of work the Contractor shall provide a signed and dated activity sheet with each invoice detailing the work completed on each property. When dealing with members of the public the Contractor shall ensure that all of its employees interact in a friendly and considerate manner.
- 5) Compensation: County shall pay to Contractor for mowing as follows: (a) for each mow at Beech Glen the sum of \$130.00 up to a maximum of 40 mows; (b) for each mow at Ebbs Chapel the sum of \$120.00 up to a maximum of 32 mows, (c) for each mow at Walnut the sum of \$175.00 up to a maximum of 32 mows; and for each mow at Barnard the sum of \$110.00 up to a maximum of 32 mows. The Contractor and the County particularly understand that Contractor shall be entitled to compensation only for the number of mows that actually occur, which number shall not exceed the total number set forth hereinabove, except that, in the event that additional mows are needed, the County and the Contractor, may by separate agreement, provide for payment of said compensation. The Contractor shall submit an itemized invoice on the last day of each month, particularly detailing which sites were mowed during that month, together with the invoice price for that site as set forth herein and the County shall pay the invoice within ten (10) days of receipt of the same.
- 6) Insurance Coverage: The Contractor shall maintain general liability insurance in an amount of no less than \$1,000,000 per each occurrence and shall provide proof of

said coverage, which said coverage shall name the County as an additional insured on the policy and provide a copy of said certificate or endorsement to the County at least five business days prior to the commencement of the services under this agreement and maintain said policy in full force and effect as stated herein during the effect term or terms of this agreement. Such policy shall not permit termination or modification without at least thirty (30) days prior written notice to the County.

- 7) Indemnification: Contractor agrees to indemnify, save harmless, and defend the County, its agents, servants and employees, and each of them, against and hold it and them harmless from, any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expense, compensation, court costs, and attorney's fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this agreement.
- 8) Damage to Public or Private Property: The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the County properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined solely by the County. Any damage to public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs, and shall be resolved to the satisfaction of the County. The Contractor shall inform the County of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the County, the County reserves the right to repair or replace that which was damaged and assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct those costs from any payment due to the Contractor.
- 9) Assignment: It is mutually understood and agreed that the Contractor shall not assign, transfer convey, sublet or otherwise dispose of this contract or his right, title or interest herein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of an authorized representative of the County; but in no case shall consent relieve the Contractor from his obligations or change the terms of this agreement.
- 10) Default: This agreement may be canceled or annulled by the County, in whole or in part by written notice of default to the Contractor upon nonperformance or violation of any of its terms. The County reserves the right to terminate the service at any time during the term of this contract upon thirty (30) days written notice to the Contractor

for any reason whatever. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the County, shall constitute material default of the terms of this agreement on the part of the Contractor.

- 11) Entire Agreement: This document constitutes the entire agreement between the parties in regard to this matter and each party acknowledges that there are no other agreements or understandings between the two of them except as are stated expressly by the terms hereof.
- 12) Severance: The parties to this agreement agree to and with each other that should any term or provision of this agreement be determined by a court of competent jurisdiction to be null and void and/or unenforceable for any reason whatever, such provision shall be deemed severable from the remaining terms of this agreement, which shall continue to remain in full force and effect.
- 13) Situs: The situs of this agreement is Madison County, North Carolina, and any and all actions for enforcement of the terms hereof shall be brought in the courts of Madison County, North Carolina, which venue the parties hereby agree shall be the proper venue for any action relating to enforcement or interpretation of the terms of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands in execution of the foregoing agreement and all of the terms therein expressed, on this the day and year first above written.

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

Kay Leaford  
MADISON County Finance Officer  
Date: 1 April 21

Matthew Garrett  
MATTHEW GARRETT

MADISON COUNTY,

By: Mark Smelson  
Name: Mark Smelson  
Title: Chair, Board of Commissioners



## SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (the "Agreement") is made and entered into as of January 7, 2021 (the "Effective Date"), by and between Foxster Opco, LLC, dba CTS Software, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and Madison County Transportation Authority located at 387 Long Branch Road, Marshall, NC 28753 ("Licensee"). Licensor and Licensee may be referred to individually as a "Party," or together as the "Parties."

WHEREAS, Licensor is the owner of certain software and related documentation and materials for use in the Public/Private transportation Industry; and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor Software in the operation of its Public/Private Transportation activities; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor Software under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Definitions** In this Agreement the capitalized words set out below will have the following meanings:

- "Agreement" This Software License and Services Agreement effectively made between Licensor and Licensee, and the attached schedules, all of which hereby are incorporated by reference herein and form an integral part hereof;
- "Confidential Information" Information disclosed, or to which access is provided, in the course of, or in connection with, this Agreement, including, but not limited to, information concerning a Party's business, products, services, content, finances, subscribers, source code, tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other information that is not publicly available;
- "Documentation" All operating manuals, user instructions, technical literature and all other related materials, and all amendments or modifications thereto, supplied by Licensor to Licensee to aid in the use and operation of the Licensor Software;
- "Licensor Software" The software as identified in Schedule A of this Agreement;
- "Hardware" Means a physically tangible electro-mechanical system or sub-system and associated documentation.
- "Updates" Refers to fixes and minor changes to the Licensor Software.
- "Upgrades" Means and refers to major changes to or a new release of the Licensor Software including without limitation any new major release of the Licensor Software.



## SOFTWARE LICENSE AND SERVICES AGREEMENT

### 2. Software License

2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license for the Term to access and use the Licensor Software, which Licensor Software shall be hosted on Licensor's or its designated third party's servers, and use the Documentation, solely for Licensee's own lawful internal business uses.

2.2 License Restrictions: Licensee Rights and Obligations. Licensee shall access and use the Licensor Software only as permitted in Section 2.1 above. Without limiting the foregoing, Licensee shall not:

- a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software;
- b. allow the Licensor Software to be combined with or become incorporated in any other computer programs without prior written consent from Licensor;
- c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except to the extent, if any, expressly permitted hereunder);
- d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software.

### 3. Updates, Upgrades and Backup Services

#### 3.1 Updates.

- a. Updates to the Licensor Software will be noted by incremental numeric designation (e.g., release 1.1).
- b. Licensor shall at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated to Licensor's general customer base.

#### 3.2 Upgrades.

- a. Upgrades to the Licensor Software will be noted by incremental numeric designation (e.g., release 2.0).
- b. Upgrades made available to and for the benefit of Licensor's general customer base ("Standard Upgrades") shall be provided at no additional charge or fee to Licensee.
- c. Upgrades requested by and made available solely to and for the sole benefit of Licensee ("Custom Upgrades") will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with Custom Upgrades shall be billed separately and shall be in addition to other billed fees.
- d. Upgrades required by legislative or other regulatory acts of the federal, state, or local authorities ("Complimentary Upgrades") shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting any Complimentary Upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.
- e. Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee requests to acquire the right to access and use these add-on feature(s), no work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with any such add-on features shall be billed separately and shall be in addition to other billed fees.



## SOFTWARE LICENSE AND SERVICES AGREEMENT

3.3 Backup Services. Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no additional cost. Licensor will perform a database backup every 30 minutes and a full system backup nightly.

### 4. Proprietary Rights

Licensor owns and shall retain all right, title and interest in and to the (i) Licensor Software and Documentation and all Licensor Confidential Information and all inventions, works of authorship, and other intellectual property embodied thereby or included therein; (ii) all modifications, enhancements, derivative works, and compilations of the foregoing in clause (i); and (iii) all patent, trademark, copyright, trade secret, and other intellectual property rights in the foregoing in clauses (i) and (ii) (all subject matter in foregoing clauses (i)-(iii), collectively, "Licensor Property"). The Parties acknowledge each other's trademark rights, and neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Except to the extent of the license granted in Section 2.1 (License Grant), nothing in this Agreement grants or otherwise transfers to Licensee or any other entity or individual any right, title or interest in or to any Licensor Property.

### 5. Services

#### 5.1 Support Services.

a. Licensor shall provide such Support Services commencing on the "License Date" on the terms and conditions set forth on Schedule B.

5.2 Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with training or other services, the terms and conditions of such services will be identified on Schedule A of this Agreement.

### 6. Fees and Payment

6.1 Payment. Fees and payment schedules for Licensee's use of the Licensor Software and related Upgrades are specified in Schedule A. The Parties agree to the allocation of the fees and payments to software, services (if any) and hardware (if any) as designated on Schedule A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Schedule A. Any overdue payments will be assessed a \$25.00 late fee per month until the overdue payment and accrued late fees are fully paid.

6.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may apply to any products and services provided under this Agreement, and Licensor will use commercially reasonable efforts to identify any applicable taxes on its applicable invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes, Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes.

6.3 Disputed Invoices. The Licensee may withhold payment on any portion of the invoiced amount that it disputes in good faith if it provides the Licensor with written notice of such dispute (together with reasonable detail of the facts underlying such dispute) within ten (10) days following the date of such invoice. Appropriate personnel from both Licensor and Licensee shall meet and attempt in good faith to resolve the dispute. If within twenty (20) days the disputed invoice remains unresolved, and if the dispute relates to whether amounts were properly charged, the dispute will be submitted to an independent third party invoice auditing firm that is mutually agreeable to by both Licensor and Licensee. The Parties shall cooperate with such invoice auditing firm and shall provide such invoice auditing firm access to such books and records as may be reasonably necessary to permit a determination by such invoice auditing firm. The resolution by such invoice





## SOFTWARE LICENSE AND SERVICES AGREEMENT

auditing firm shall be final and binding on the Parties. Upon final determination that any amount in dispute is owed to the Licensor, the Licensee shall promptly pay such amount, together a \$25.00 late fee per month from the original due date of such amount to the date of actual payment. The terms of the Parties' engagement with such invoice auditing firm shall stipulate that such firm shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. The non-prevailing Party shall be responsible for the invoice auditing firm fees incurred due to the disputed invoice.

### 7. Warranties

- 7.1 Licensor Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) Licensor has taken all commercially reasonable steps to prevent the Licensor Software from containing any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (b) for a period of ninety days after the Effective Date ("Warranty Period"), the Licensor Software will operate substantially in accordance with the Documentation. In the event of a breach of any of the foregoing warranties reported to Licensor in writing, provided that any such breach of the warranty set forth in foregoing clause shall be reported in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee. The foregoing warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that arises out of or relates to Licensee's failure to use the Licensor Software in accordance with the Documentation, any misuse, corruption or abuse of, or modification to, the Licensor Software by any entity or individual other than Licensor, any combination, interface, or incorporation of Licensor Software with or into any other software, or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 7.2 Licensor Services Warranties. Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services. Licensee's sole remedy for breach of a warranty in Section 7.2 shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee.
- 7.3 Licensor General Warranties. Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.
- 7.4 Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which such Party is subject, do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to the extent necessary to perform its obligations hereunder.
- 7.5 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTIONS 7.1 to 7.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY,



## SOFTWARE LICENSE AND SERVICES AGREEMENT

FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.

- 7.6 **LIMITATION OF LIABILITY.** EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY) OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY AND (II) LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Foxster Solutions Products has been incorporated or installed), (ii) Licensor shall not be liable to Licensee or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Licensee or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any agreements between Licensee and any third party involving any Licensor Property.

### 8. Confidentiality

- 8.1 **Confidentiality Obligations.** Each Party acknowledges that Confidential Information may be disclosed to the other Party in connection with this Agreement. Each Party agrees (i) that, during and following the Term of this Agreement, it shall hold in strict confidence the other Party's Confidential Information and prevent disclosure thereof, except as expressly permitted herein, and will use such Confidential Information only for the purpose of exercising such Party's rights and perform such Party's duties and obligations under this Agreement ("Permitted Purpose") and, without limiting the foregoing, (ii) such Party will take all reasonable steps, at least substantially equivalent to the steps such Party takes to protect its own proprietary information, to (a) prevent use of the other Party's Confidential Information for any purpose other than the Permitted Purpose, and (b) prevent the disclosure of the other Party's Confidential Information, other than to such Party's employees, officers, directors, other representatives, and contractors, who (1) must have access to such Confidential Information for such Party to and (2) each agree to be bound to such Party by written agreements including provisions of confidentiality with respect to such Confidential Information that are no less protective of than those provided herein.

Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section 8 (Confidentiality). Accordingly, in such event, an aggrieved Party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Section 8 (Confidentiality).

- 8.2 **Exclusions.** The Parties' obligations set forth in Section 8.1 (Confidentiality Obligations) shall not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving Party; (b) entered the public domain through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is independently developed by the receiving Party without reference to or incorporation of the other Party's Confidential Information; (e) is disclosed as required by administrative, legislative, or judicial demand or order, except that the receiving Party will disclose only such information as is legally required and will use



## SOFTWARE LICENSE AND SERVICES AGREEMENT

reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and, to the extent not prohibited by applicable law, will provide the disclosing Party notice of such possible disclosure prior to disclosure in order to allow an opportunity for the disclosing Party to contest such disclosure; or (f) is disclosed with the other Party's prior written approval.

- 8.3 **Return of Confidential Information.** Each Party agrees to return to the other Party or, at the request and instruction of the disclosing Party, destroy, and certify that it has destroyed, all material embodying Confidential Information (in any form or medium and including, without limitation, all summaries, copies and excerpts of Confidential Information) at any such time as the disclosing Party may so request.

### 9. Indemnification

- 9.1 **Indemnification by Licensor.** Licensor shall to the extent allowed by state law indemnify, defend and hold harmless Licensee, and its officers, directors, employees and agents, from and against any and all claim, action, demand, or suit made or threatened by any third party (collectively, "Claims") and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense (collectively, "Damages"), to the extent such Claims or Damages arise out of or relate to an allegation that the Licensor Software, Documentation or services provided by Licensor hereunder, or Licensee's use of the same in accordance with this Agreement, infringe, misappropriate, or otherwise violate any third party's U.S. intellectual property rights. Licensor's indemnity obligation herein shall not extend to any Claims or Damages based on an unauthorized modification, combination or use of the Licensor Software by Licensee.
- 9.2 **Notification of 3rd Party Claims.** Licensor will promptly notify Licensee of any threat, warning, claim or action against Licensor or suppliers, that could have an adverse impact on Licensee's use of the Licensor Software.
- 9.3 **Third-Party Products and Services.** The Parties understand and agree that Licensor is not the manufacturer of the third party products or the provider of any third party services. As such, Licensor does not warrant or guarantee the condition or any other aspect of any third party products or third party services ("Third Party Product Exposures"). Furthermore, the Licensee is responsible for any performance and warranty related to any third party products or third party services used by or on behalf of the Licensee and will directly manage and coordinate with the applicable product or services vendor for any such issues.
- 9.4 **Remedies.** If Licensor informs Licensee or Licensee determines that it must discontinue use of the Licensor Software, the Documentation, or any service furnished under this Agreement because of an existing or anticipated Claim that the Licensor Software, Documentation, or service infringes, misappropriates or otherwise violates any intellectual property right of a third party, Licensor, at its own expense and in its reasonable discretion, shall either: (a) secure for Licensee the right to continue using the Licensor Software, Documentation, or service; (b) replace or modify the Licensor Software, Documentation, or service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Licensor Software, Documentation, or service; or if Licensor determines (a) or (b) to be commercially unreasonable, then (c) terminate this Agreement and refund to Licensee any unamortized portions of the fees paid by Licensee, based on a straight line amortization over a five-year useful life for the Licensor Software.
- 9.5 **Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless Licensor, and its officers, directors, employees, agents, and other representatives and contractors from and against any and all Damages arising out of or relating to (a) Licensee's breach of or default under any provision of this Agreement, or (b) any unauthorized modification, combination or use of the Licensor Software made by or on behalf of Licensee.
- 9.6 **Online Liability Waiver.**
- a. It is the Licensee's responsibility, and Licensor shall have no responsibility, to maintain control over all entities and individuals to whom Licensee provides any username and/or password information required



**TripMaster**



**SOFTWARE LICENSE AND SERVICES AGREEMENT**

to access and/or use Licensor Software. If the Licensee needs to change passwords, it is Licensee's responsibility to notify Licensor in writing.

- b. Should any confidential data or other Confidential Information of or relating to Licensee or Licensee's business be accessed or misappropriated using any usernames and passwords provided to the Licensee, the Licensor will not be held responsible.

**9.7 Defense and Settlement.** A Party seeking indemnity ("Indemnified Party") shall provide the other Party ("Indemnifying Party") prompt notice of any such Claim made against it for which it is entitled to indemnity hereunder. Each Party shall reasonably cooperate with the other Party in the defense of any such Claim including appeals, negotiations and any settlement or compromise thereof, provided that Indemnifying Party shall control the defense, negotiations and settlement or compromise thereof and shall keep the Indemnified Party informed of the proceedings and review and consider input from the Indemnified Party; provided, that Indemnified Party shall be given the right to approve in advance the terms of any settlement or compromise with respect to such matter to the extent that such settlement or compromise requires Indemnified Party to admit any liability or pay any amounts not otherwise indemnified by Indemnifying Party hereunder, and such approval shall not be unreasonably withheld by Indemnified Party.

**10. Notices**

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) seven business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Schedule A.

**11. Term and Termination**

**11.1 Term.** Unless terminated earlier in accordance with Section 11.2, the term of the agreement will commence immediately upon execution hereof by the Parties' respective duly authorized representatives and will continue for an initial term of one year ("Initial Term"). At the end of the Initial Term, the Agreement will be renewed automatically on a month to month basis unless otherwise terminated by either Party on a thirty (30) day written notice and shall continue in accordance with its provisions (each such month, a "Renewal Term", and any and all such Renewal Terms, along with the Initial Term, collectively, the "Term").

**11.2 Termination; Effect of Termination.** A Party may terminate this Agreement as follows: (a) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days after the date such other Party receives from the non-breaching Party a reasonably-detailed written notice of the breach and a demand for cure, (b) immediately by written notice if the other Party (i) materially breaches Section 8 (Confidentiality), or (ii) files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates. Upon termination, Licensee shall return to Licensor any and all copies of the Licensor Software and Documentation in Licensee's possession or under Licensee's custody or control, and pay all accrued but unpaid fees and expenses, provided, this shall in no way limit any legal or equitable remedies that Licensor to which may be entitled. Any advance fees paid by Licensee for services not supplied by Licensor prior to any such termination will be refunded, within 90 days of notice of termination.

**11.3** This Agreement may be canceled or terminated at any time by the Licensee or the Licensor with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty



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(30) day period. Licensor shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of notice of such termination. Licensor shall invoice Licensee for all work performed within thirty (30) days after the termination notice.

Upon termination and provision of a prior written request to Licensor, Licensee may export a copy of its current database master(s), if any, stored in Licensor Software, provided that any such export shall be arranged by Licensor and shall comply in all respects to the confidentiality provisions hereof.

**12. Survival**

The Parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by other Party after the termination of this Agreement shall survive such termination, including without limitations Sections 1, 4, 7.5, 7.6, 8, 9, 12, and 13.

**13. General**

13.1 Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.

13.2 Independent Contractors. In performing this Agreement, the Parties are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

13.3 Assignment. Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor that acquires substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.

13.4 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

13.5 Severability/Waiver. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

13.6 Dispute Resolution. In the event of a dispute between the Parties with respect to the Agreement which dispute cannot be settled following good faith efforts by the Parties' project teams, then the dispute shall be referred for resolution to appropriate members of the executive team of each Party who shall meet and resolve the dispute, if possible, within fifteen (15) business days from the date of such reference. If said



## SOFTWARE LICENSE AND SERVICES AGREEMENT

members of the executive team of each Party are unable to resolve the dispute within fifteen (15) business days, then the dispute shall be referred to a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree as to the single arbitrator to be appointed, then such arbitrator shall be appointed pursuant to the Rules of the American Arbitration Association. The arbitration shall be held in such place as the arbitrator shall select and shall be adjudicated in accordance with the aforementioned Rules and the decision of the arbitrator shall be made within thirty (30) days from the appointment of the arbitrator and be final and binding upon the parties. The arbitrator's fees and expenses shall be paid by the Parties as determined by the arbitrator.

- 13.7 **Governing Law.** All questions, issues or disputes arising out of or under this Agreement, including without limitation any interpretation of any of the terms and conditions, shall be governed by the laws of the State of North Carolina, without resort to the conflict of law provisions thereof. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing Party by the other Party. In the event any litigation or other action to enforce the terms and conditions hereof is commenced by either Party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of North Carolina. Each Party waives any and all rights to have this action brought in any place other than the State of North Carolina.
- 13.8 **Force Majeure.** Except in connection with a Party's payment obligations hereunder, neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of circumstances beyond the reasonable control of such Party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.
- 13.9 **Section Headings.** Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.10 **Counterparts: Facsimile.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile or electronic signatures shall be deemed original signatures.
- 13.11 **Publicity.** Neither Party will make any public statements regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other Party, except as required by law or as otherwise provided for herein. Notwithstanding the foregoing, Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.
- 13.12 **Audits.** Licensor may perform audit(s) on the use of the Software and Documentation upon giving Licensees written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Licensor for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

## 14. Insurance

- 14.1 **Insurance.** At a minimum, during the Term of this Agreement Licensor will maintain in full force and effect, at Licensor's expense:
- Commercial General Liability Insurance with limits of \$2,000,000 combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage and products and completed operations coverage;
  - Technology Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence.



**SOFTWARE LICENSE AND SERVICES AGREEMENT**

(c) Cyber Liability Insurance with limits of \$1,000,000 per occurrence.

- 14.2 Provisions. Licensor shall provide Licensee with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability Names Licensee, its subsidiaries, directors, officers and employees as additional insureds to the extent permitted. Licensor shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the Licensor shall be primary and that any other insurance maintained by or available to Licensee shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of Licensor's subcontractors under this Agreement. Such insurance shall require the insurer to provide Licensee thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Licensor fails to procure or maintain in force the insurance specified herein, Licensee may procure such insurance and the cost thereof shall be borne by Licensor.
- 14.3 Liability. The insurance provided by Licensor hereunder shall operate independent and apart from any obligations imposed upon Licensor under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Licensor under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Licensor's obligations or liability to Licensee hereunder.
- 14.4 Enforcement. Licensor's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Licensee to exercise any or all of the rights and remedies provided hereunder.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

**Foxster Opco, LLC, dba CTS Software**

**Madison County Transportation Authority**

Signature: \_\_\_\_\_

Signature: Mark Snelson

Printed Name: Amie L. Green

Printed Name: Mark Snelson Craig Golerth

Title: Finance Director

Title: Chair, Board of Commissioners

Date: January 7, 2021

Date: 3.9.21



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

This Schedule A is made part of and incorporated in that certain Software License and Services Agreement, by and between Foxster Opco, LLC, dba CTS Software, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and Madison County Transportation Authority, located at 387 Long Branch Road, Marshall, NC 28753 ("Licensee"), effective date as of January 7, 2021 ("Agreement"). All capitalized terms used but not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

All charges and fees are valid for the term of the contract and will be reevaluated at the time of contract renewal.

### 1. License Fees; Maintenance and Support Fees

The Licensor's Software as mentioned in this contract may consists of, but not be limited to:  TripMaster;  TripScheduler Module;  TripReminder Module;  ParaScope – Tablet Interface;  TripMaintenance Module;  TripPass Module;  TripPortal Module;  TripView Module.

#### STANDARD:

- 1.1 The Licensee agrees to pay the Licensor a onetime fee of \$ 24,545.00 for use of the Licensor Software in accordance with the Agreement. Such payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
- 1.2 Beginning on the Effective Date of the Agreement, Licensee shall pay Licensor the fees set forth in Attachment 1 hereto, which hereby is incorporated by reference herein ("Attachment 1") for all Support Services (as defined in Schedule B of the Agreement) for up to 8 vehicles and 5 License/User ID:
  - a. If such fees are to be paid annually, payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
  - b. If Licensee elects to pay such fees monthly, Licensor will submit the monthly invoice via email on the first day of each month, and such fees shall be due and payable by the fifth day of such month.
  - c. Payments not received by the due date will be subject to late fees and suspension of Support Services.
- 1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per month of \$ 20.00 for each additional vehicle above the number contained in 1.2.
- 1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID per month of \$ 20.00 for each additional License/User ID above the number contained in 1.2.
- 1.5 When applicable, under terms of the Agreement, Licensor will cover up to 2,000 texts/calls.
- 1.6 Full pricing and other details for any fees described in this Schedule A are set forth in Attachment 1.

### 2. Training

- 2.1 Licensor will provide training and support services to Licensee. These services will be provided at Licensee's facility, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate of \$ 400.00 per day with 5 days. Onsite training is elected, there would be a charge of \$ 3,000.00 for travel, lodging, meals and related expenses.





SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

2.2 Retraining of Licensee's employees shall be charged at Licensor's training rate (\$150.00 per hour) with a one-hour minimum and will include reimbursement by Licensee of any and all expenses incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

3. Addresses for Notices:

For Foxster Opco, LLC dba CTS Software ("Licensor"):

Foxster Opco, LLC dba CTS Software
Post Office Box 57
Swansboro, North Carolina 28584
Attn: Adam Fox, President
(910) 290-6300

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

For Madison County Transportation Authority ("Licensee"):

Madison County Transportation Authority
387 Long Branch Road
Marshall, NC 28753
Signer: Mark Snelson, Chairman of Madison County Commissioners
Phone Number: (828) 649-2854

For City of Brownsville ("Licensee")

Accounts Payable Contact Information

Name:
Phone Number:
Email:

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule A to be executed by its duly authorized representative to be effective as of the date executed by both Parties.

Foxster Opco, LLC dba CTS Software
Signature:
Printed Name: Amie L. Green
Title: Finance Director
Date: January 7, 2021

Madison County Transportation Authority
Signature: [Handwritten Signature]
Printed Name: Mark Snelson/Craig Goforth
Title: Chair, Board of Commissioners
Date: 3-9-21



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

Attachment 1

For: Madison County Transportation, NC.		8 Vehicles	5 License	
Software	Unit Price	Unit	Quantity	Amount
TripMaster Software	\$6,995.00	Lot	1	\$6,995.00
TripScheduler Software Module	\$4,995.00	Lot	1	\$4,995.00
ParaScope - Tablet Software Application	\$695.00	Each	8	\$5,560.00
TripReminder Module	\$2,995.00	Lot	1	\$2,995.00
			<b>Software Total</b>	<b>\$20,545.00</b>
Services	Unit Price	Unit	Quantity	Amount
Additional Licensing (5 license included)	\$1,000.00	Each	0	\$0.00
Data Acquisition, Conversion and Install	\$1,000.00	Lot	1	Included
CTS Software - Online Training (Included with onsite)	\$150.00	Session	5	Included
CTS Software - Onsite Training	\$400.00	Day	5	\$2,000.00
CTS Software - Travel Expenses (\$1000 NC Discount)	\$3,000.00	Trips	1	\$2,000.00
			<b>Services Total</b>	<b>\$4,000.00</b>
Monthly Maintenance and Support	Unit Price	Unit	Quantity	Amount
TripMaster Base Fee	\$250.00	Lot	1	\$250.00
License Fee (5 license included)	\$20.00	Each	0	\$0.00
Vehicle Base Fee	\$10.00	Vehicle	8	\$80.00
TripScheduler Vehicle Fee	\$5.00	Vehicle	8	\$40.00
ParaScope - Tablet Software Vehicle Fee	\$5.00	Vehicle	8	\$40.00
TripReminder Fee (2,000 Calls/Texts)	\$65.00	Lot	1	\$65.00
NC Medicaid Billing	\$125.00	Each	1	\$125.00
			<b>Monthly Maintenance and Support Total</b>	<b>\$600.00</b>
			<b>Software and Said Services Upfront Total</b>	<b>\$24,545.00</b>



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE B**

On Hold	Support specialist is not actively working on the resolution of the Support Request. Generally, this is due to information pending from the submitter of the Support Request. However, Support Requests may be put on hold for other reasons as well.
Escalated	A Support Request set to an escalated status means either the Support Request has not been resolved within the target resolution time, or the submitter has asked for it to be escalated to the next level of support.
Closed	<p>Closed status reflect that:</p> <p>The customer and the support specialist agree that a satisfactory resolution has been provided, or</p> <p>The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</p> <p>The support specialist has made multiple attempts to contact the customer that opened the Support Request, and the customer has not responded.</p> <p>Electronic service requests (e-mail) may be closed when a support specialist has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking and hardware at the customer's site are the sole responsibility of the customer and are not covered in Support Services. Any issues or problems arising out of Customer misuse or unauthorized use of Licensor Software also is not covered in Support Services.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule B to be executed by its authorized representative to be effective as of the date executed by both Parties.

**Foxster Opco, LLC, dba CTS Software**

**Madison County Transportation Authority**

Signature: \_\_\_\_\_

Signature: SP. Goetz

Printed Name: Amie L. Green

Printed Name: Mark Swanson Craig Goforth

Title: Finance Director

Title: Vice Chair Board of Commissioners

Date: January 7, 2021

Date: 3.9.21

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

CONTRACTOR: CTS Software

COUNTY DEPARTMENT: Transportation/Operations

SUBJECT OF CONTRACT: Trip Master Software

DATE/TERM OF CONTRACT: March 9, 2021

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

**Non-appropriation clause.** Contractor acknowledges that Madison 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 Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison 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 Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison 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 Madison County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison 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, Madison 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 Madison 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 Madison 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 MADISON COUNTY Craig Cozart

Title: Vice Chairman, Board of Commissioners

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

By: Kayleford  
Madison County Finance Officer