

The Madison County Board of Commissioners met in special session on Monday, June 6, 2022 at 5:00 p.m. at the Madison County Public Library Marshall Branch, 1335 N. Main Street, Marshall, North Carolina.

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

The meeting was called to order at 5:00 p.m. by Vice-Chairman Goforth.

At 5:01 p.m., upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to recess until other members of the Board arrive.

At 5:02 p.m., upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to go back into open session with the arrival of Commissioner Garrison.

**Item 1: Transportation Authority Grant Funding**

**a. Healthy Opportunities Agreement**

Daniel Metcalf, Transportation and Operations Director presented and discussed the Healthy Opportunities Agreement with the Board as well as answered questions from Board members. Mr. Metcalf noted that the agreement is in conjunction with Dogwood Health Trust and that Land of Sky will be the managing agent to fund trips through the Transportation Authority by reimbursement to aid with improved health for residents.

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

Counsel was provided by County Attorney Laws regarding stipulations of the agreement. (Attachment 1.1)

**b. FY24 Capital Pre-Grant Application**

The FY24 Capital Pre-Grant Application packet was presented to the Board by Mr. Metcalf who discussed the components of the grant including the Capital and Admin portions of the grant as well as answered questions from Board members.

Upon motion by Commissioner Garrison and second by Commissioner Gentry with counsel by County Attorney Laws, the Board voted unanimously to recommend the grant process for signature in the pre-approval process. (Attachment 1.2)

**Item 2: Lord Aeck Sargent Planning and Design, Inc. Agreement**

Commissioner Gentry presented and discussed the Lord Aeck Planning and Design, Inc. Agreement for engineering services at the Courthouse and County Attorney Laws noted that it is a standard AIA contract and that the County's standard addendum would need to be added in order to override the agreed remedy portion of the contract, if approved.

Commissioners Gentry and Garrison discussed that this is the next step in recommendations from the Courthouse Committee.

Upon motion of Commissioner Gentry and second by Commissioner Garrison with further discussion by the Board and County Attorney Laws, the Board voted unanimously to accept with the modification recommended by the attorney for draft of architectural and engineering services. (Attachment 2.1)

**Item 3: Property Lease Consideration**

**a. 10 South Main Street, Marshall, b. Mosaic Management Consulting, Inc.**

Commissioner Gentry presented and discussed proposed leases for space for the courts to potentially occupy while work is being performed at the Courthouse with the proposal including space in Marshall at 10 South Main Street known as the old Roberts Pharmacy and 13 South Main Street, formerly the office of the Community Housing Coalition currently owned by Mosaic Management.

Commissioner Gentry noted that the initial leases would be during a due diligence period while assessments are done at the Courthouse, but that each contained provisions for long-term leases if needed. Discussion was had by the Board and County Attorney Laws regarding the terms of the proposed leases, the length of the project, funding source to cover the cost, and logistical information such as furnishing the space and providing for technological requirements with Commissioner Gentry noting that the Courthouse Committee had been involved in the recommendation.

Chairman Snelson joined the meeting at 5:26 p.m.

Commissioner Garrison discussed the needs of the Courthouse including renovations for bathrooms, entrances, and necessities of the court noting that these would be components of the architectural assessment that could affect the potential use of the proposed spaces. County Attorney Laws discussed the terms of the leases including the potential for each to have a three-month lease with the option to renew for two years with an out clause on both and discussed the cost of each, noting that the Board could authorize the Board Chair or the County Manager to sign if they so chose.

Upon motion by Commissioner Garrison and second Chairman Snelson, the Board voted unanimously to authorize the County Attorney to work with the property owner to develop a lease consistent with what was spoke of and the Interim County Manager to enter into it.

Commissioner Garrison noted that he would make the same motion for Item 3b. The motion was seconded by Vice-Chairman Goforth and the Board voted unanimously to approve. (Attachment 3.1, Attachment 3.2)

#### **Item 4: Water/Sewer Infrastructure Expansion Engineer RFQ Award Consideration**

County Attorney Laws discussed the water/sewer infrastructure expansion RFQ that was previously issued and subsequent bid received from McGill and Associates with Commissioner Gentry discussing information regarding the bid with the Board. County Attorney Laws noted that the Board could authorize the County Manager to negotiate the contract with them and bring the final contract back for approval. Upon motion by Commissioner Garrison and second by Commissioner Wechtel with discussion being had by the Board, the Board voted unanimously to approve.

#### **Item 5: Personnel**

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to enter into closed session for personnel pursuant to N.C.G.S 143-318.11 (a)(6) at 5:38 p.m.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to return to open session at 6:46 p.m.

The Board took recess from 6:46 p.m. to 6:50 p.m.

#### **Item 6: FY 2022-2023 Budget**

Commissioner Gentry discussed the FY 2022-2023 Budget with the Board. Information included payroll; the process for applying for American Rescue Plan Act funding; and projects for consideration of funding including the Arts Council, Veterans Memorial Park, and relocation of the playground on Medial Park Drive with counsel being provided by County Attorney Laws regarding American Rescue Plan Act funding.

Human Resources Director Brooke Ledford discussed payroll considerations including options for a proposed salary increase for employees based on pay scale and a bonus based on full-time and part-time employment status with Finance Officer Kary Ledford providing information regarding funding. Discussion was had by the Board regarding compensation of employees with counsel provided by County Attorney Laws on recurring expense.

Discussion was had by the Board with counsel provided by County Attorney Laws regarding the Solid Waste Availability Fee and possible creation of a subsidy program to fund non-profit groups, potential funding for such a program, and the application process.

Information regarding proposed salary increases for filling and/or retention of specialized employment positions within the County was had by the Board and Human Resources Director Brooke Ledford. Finance Officer Kary Ledford discussed

information regarding creating a balanced budget including considerations for salaries, worker's compensation, insurance, and retirement rates for employees.

Finance Officer Kary Ledford discussed the fund balance and contingency funds available and further discussion was had by the Board and County Attorney Laws.

Article 44 Funds and designated uses were discussed by the Board including the possibility of funds being allocated toward economic development in the future to sustain economic growth as well as the use of funds by the school and community college systems in the County.

County Attorney Laws left the meeting at 8:12 p.m.

Previous funding allocated toward the Economic Development Department and initiatives taken as well as the proceeds from the sale of County owned surplus property were discussed by the Board.

County Attorney Laws joined the meeting at 8:14 p.m.

Further discussion regarding employee compensation was had by the Board. Information discussed included proposed effective date as well as the type and amount of salary increases proposed and employee classifications receiving an increase. Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board voted unanimously that anyone making \$100,000 does not receive an increase.

Human Resources Director Brooke Ledford discussed a proposal to include a \$1 per hour pay increase to employees receiving compensation of \$13 per hour or less and employees receiving compensation from \$13 per hour up to \$99,999 receive a 3% pay increase. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve. Discussion was had by the Board that the increase in compensation would apply only to employees and no board members would receive an increase. Future revenue sources were discussed by the Board.

The Board took recess from 9:15 p.m. to 9:17 p.m.

Further discussion regarding employee compensation was had by the Board with Human Resources Director Brooke Ledford requesting clarification that those who have already received an increase in compensation due to filling and/or retention of specialized employment positions and completion of certifications would not receive an additional increase including the Maintenance Department and Inspections in the Development Services Department where the approved 3% salary increase would be accessed on current salaries and deducted from the total pay increase previously discussed with County Attorney Laws noting that the previous motion could be amended to be consistent with the changes with motion being made by Chairman Snelson and second provided by Vice-Chairman Goforth.

The Board discussed the potential for the allocation of future excess in projected Article 44 funds to economic development in the County while holding the school system harmless. Future projected revenues from the funds was discussed with the Board by Finance Officer Kary Ledford with counsel being provided by County Attorney Laws.

Information regarding departmental employee compensation including pay rates at the Animal Shelter was discussed by the Board.

The Board took recess from 9:41 p.m. to 9:45 p.m.

Counsel was provided by County Attorney Laws regarding the ability to offer an amendment to the discussion on the table as a vote or motion to vote. Mid-year salary increases for departments including the Health Department and Environmental Health were discussed by the Board and Human Resources Director Brooke Ledford. Commissioner Gentry requested an amendment to the motion on the table in the form of a motion that the Board of Commissioners give a raise of \$1 per hour for employees compensated up to \$13 per hour and everybody else up to \$99,999 receive a 3% raise with no pay increase for employees compensated over \$100,000, no pay increase for members of boards including the Board of Commissioners. Maintenance to receive the already approved amount; Inspections to receive 3% now and when certifications are earned, will go to already approved amounts; Environmental Health to receive no increase; the Animal Shelter Director will receive a 3% increase with no other changes. A budget amendment will be made to move approximately \$100,000 in restricted funds for the previous year of Article 44 funds to transfer for economic development use at approval of the Board of Commissioners. Commissioner Garrison requested that the motion include that the school fund of Article 44 remain at \$900,000 until a 20% growth in funds above

\$900,000 and then 80% will be allocated to the school system and 20 % to economic development and community college. Discussion was had by the Board with counsel provided by County Attorney Donny Laws and Clerk Mandy Bradley restated the motion. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

Discussion was had regarding future meetings of the Board.

**Item 7: Adjournment**

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to adjourn at 10:12 p.m.

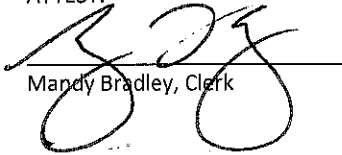
This the 6th day of June 2022.

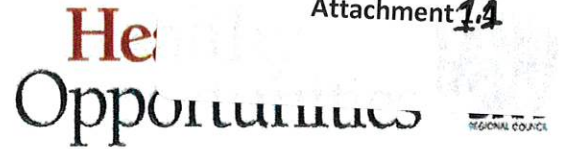
MADISON COUNTY



Mark Snelson, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk



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### Attachment A: Fee Schedule Agreement

Agency Name: Madison County Transportation Authority

Please answer the questions and complete the table below to indicate your agency's billing process.

- Does your Agency bill in shared miles?       Yes       No
- Does your Agency provide out-of-county trips?       Yes       No

If Yes, please describe the billing process: (i.e. flat rate, per mile, etc.)

\$ 3.14 per mile

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If Yes, please list counties served: Madison county into Buncombe

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To complete the table, please indicate the **rate** charged for each service. If a service doesn't apply, please indicate with N/A.

	AMB	Wheelchair
Base Rate Miles <=	NA	NA
Base Rate	NA	NA
Mileage Rate	\$ 3.14	\$ 3.14
After Hours	NA	NA
Weekend Trips	NA	NA
Holiday Trips	NA	NA



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## Healthy Opportunities: Land of Sky/HSO Agreement

### 1. Preamble

This agreement between Land of Sky Regional Council ("LOSRC"), a local government entity, and *Madison County Trans. Authority* ("Human Service Organization," or "HSO"), a transportation entity, is effective as of the Contract Effective Date.

**WHEREAS**, the North Carolina Department of Health and Human Services ("the Department") is the single state Medicaid agency designated to administer or supervise the administration of the state plan for medical assistance; and

**WHEREAS**, the Department is implementing the Healthy Opportunities Pilot Program ("the Pilot program") to test the impact of providing evidence-based non-medical interventions to high-need Members through North Carolina's Medicaid Managed Care program; and

**WHEREAS**, LOSRC is a local government entity, properly formed and organized in North Carolina, and has been tasked by Impact Health, Network Lead for the Healthy Opportunities Pilot Program in Avery, Buncombe, Burke, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania and Yancey counties ("the Pilot region"), and

**WHEREAS**, HSO is a legal entity operating in North Carolina that provides transportation services covered by the Pilot program to Medicaid-eligible individuals residing within the Pilot region; and

**WHEREAS**, HSO seeks to participate as a network HSO in the Pilot program in the Pilot region;

**NOW, THEREFORE**, in consideration of mutual agreements, undertakings, representations, and warranties hereinafter set forth, the Parties hereby agree as follows:

### 2. Definitions

- A. **Authorized Pilot Services:** Contracted Pilot Services approved/authorized by PHP for a specific Member, including pre-approved services.
- B. **Contract Effective Date:** The date the Agreement is fully executed by LOSRC and HSO.
- C. **Contracted Pilot Services:** The set of Pilot services identified in Attachment A: Contracted Pilot Services, for which HSO is a participant.
- D. **Corrective Action Plan (CAP):** A written document describing the deliberate set of actions to be taken by an entity to correct one or more deficiencies or non-compliance in accordance with this Agreement.
- E. **Credible Allegation of Fraud:** A credible allegation of fraud is an allegation from any source, including but not limited to:



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- a. Fraud hotline complaints
- b. Claims data mining
- c. Patterns identified through provider audits, civil false claims cases, and law enforcement allegations.

Allegations are considered credible when they have indicia of reliability.

- F. **Department:** The North Carolina Department of Health and Human Services
- G. **Excluded Person or Entity:** Excluded Persons or Entities who are ineligible to receive payments from federal funds are listed in various federal and state databases (“Exclusion Lists”) maintained by the following: U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) Sanction Lists; Social Security Administration Death Master File (SSADMF); System of Award Management (SAM); U.S. Department of Health and Human Services, Office of Inspector General’s (HHS\_OIG) List of Excluded Individuals and Entities (LEIE); and North Carolina Medicaid Exclusion List.
- H. **Member:** A Medicaid beneficiary specifically enrolled in and receiving benefits through the North Carolina Medicaid Managed Care program. For the purposes of this Agreement, a Medicaid beneficiary shall include NC Health Choice (North Carolina’s separate Children’s Health Insurance Program) Members upon CMS authorization.
- I. **Network Lead (NL):** An organization responsible for contracting with the Department and Prepaid Health Plans to develop and manage a network of HSOs providing Pilot services to Pilot participants.  
**Note: For the purposes of this Agreement, the Network Lead will be hereinafter referred to as Impact Health (“IH”).**
- J. **Pilot-Eligible Member:** An individual Medicaid managed care Member that meets the criteria to be eligible for participation in the Pilot program.
- K. **Pilot Enrollee (also Pilot Participant):** A Member who has been determined by a PHP to be eligible for, consented to participate, and has been enrolled in the Pilot program to receive Pilot services.
- L. **Prepaid Health Plan (PHP):** A PHP is a Managed Care Organization.
- M. **Process Improvement Plan (“PIP”):** A written document identifying HSO deficiencies or other nonconformances with policies, procedures, requirements, laws, regulations, and program requirements. The PIP will state the nature of the deficiency, expectation and timelines for improvement.
- N. **Readiness Assessment:** An assessment to determine an HSO’s preparedness to effectively administer and provide the services defined in this Agreement and to meet readiness standards established by the Department and/or Impact Health.
- O. **Value-Based Payments (VBP):** Payment methodology linking payments to HSOs for performance and value.
- P. **Waste:** Overutilization of services or other practices that either directly or indirectly result in unnecessary costs. It is not generally considered to be caused by criminally negligent actions but by the misuse of resources.



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### 3. Responsibilities of HSO

#### A. Participating HSO Pilot Service Provider

- i. HSO agrees to be a Pilot Service provider within the LOSRC network
- ii. HSO agrees to only invoice for and be eligible to receive Pilot program payments for services provided at specified time of service delivery. Additional services offered by the HSO in the course of its non-Pilot business are not eligible for Pilot payments.
  - a. Prior to HSO Pilot service delivery, LOSRC shall conduct a readiness review to assess HSO readiness to deliver services.
  - b. HSO is eligible to receive Pilot program payments only for contracted Pilot services delivered consistent with the relevant transportation regulations, requirement, and policies.
  - c. HSO shall notify LOSRC if at any time it is no longer able to provide a contracted Pilot service with thirty (30) days' notice.
  - d. HSO authorizes LOSRC and/or Impact Health, its contracted PHPs, and the Department to use its name, address, phone number, type of organization and Pilot services offered in their member-facing communications, including directories, Pilot-program related reports and promotional material.
  - e. HSO agrees to be bound by and comply with the LOSRC guidance on HSO readiness reviews, monitoring and oversight, reporting requirements, VBP and performance assessment which may be modified by LOSRC and/or Impact Health upon thirty (30) days' notice provided by LOSRC in writing.

#### B. Meet and Maintain Pilot Service Delivery Readiness Standards

- i. At all times while under this agreement with LOSRC, HSO shall be duly accredited to meet industry standards
- ii. Prior to delivering services and for the duration of this Agreement, HSO shall
  - i. Facilitate access and participate in site visits consistent with LOSRC guidance.
  - ii. Comply fully with LOSRC, Impact Health, and the Department requests, end-to-end testing and other procedures related to HSO Readiness Review and Assessment for Pilot Service delivery, including related to technology infrastructure, personnel, information privacy and security and service delivery quality.
  - iii. Represent that all information provided in its Readiness Review is in all respects true, correct, and complete and includes all information necessary so that the information provided is not misleading.
  - iv. Be enrolled as a Medicaid provider in NCTracks.
  - v. Maintain sufficient hours of operation and staffing to serve needs of Pilot participants.
  - vi. Have clearly defined and documents roles and responsibilities for staff as they related to engaging with and providing Pilot services to Pilot participants.





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- vii.* Take reasonable action to ensure its employees, directors, and officers who are providing Pilot services abide by their professional obligations and do not act in violation of their professional obligations.
  - viii.* Establish and maintain capability to comply with all invoicing, reporting and oversight requirements as specified by LOSRC.
  - ix.* Ensure that employees, directors, governing bodies, and agents comply with federal and state conflict of interest laws.
  - x.* Provide LOSRC at least monthly with a list of its employees, directors, governing body members, agents and subcontractors that allocate a portion of their time to Pilot-related responsibilities to enable Impact Health to check against the Exclusion Lists identified in this Agreement.
  - xi.* Make all reasonable efforts to meet the linguistic and cultural needs of the community for whom it provides services through this Agreement by, among other things, endeavoring to hire staff that reflect the linguistic and cultural traits of the community they serve.
  - xii.* Ensure that staff participate in cultural competency and implicit bias training.
  - xiii.* If the service delivery area includes members of federally recognized tribes (e.g., Eastern Band of the Cherokee Nation), the HSO shall ensure its personnel understand the unique needs of this population and the impact of the needs on engagement and communication.
- C. Adhere to all Non-Discrimination Requirements herein and in LOSRC's Non-Discrimination Policies and Procedures**
- a.* HSO and LOSRC agree that Members and non-members should be treated equitably.
  - b.* HSO agrees not to discriminate against Pilot Participants on the basis of race, color, national origin, age, sex, gender or disability. **Note: If HSO has a Title VI policy in compliance with NCDOT regulations and standards, a copy of said policy shall be included in Readiness Assessment conducted by LOSRC prior to delivery of Pilot services.**
  - c.* HSO shall comply with all applicable Federal and State non-discrimination laws, regulations, guidelines, certifications and standards, including but not limited to the following:
    - i.* Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin.
    - ii.* Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap.
    - iii.* Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex.
    - iv.* The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.



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- v. Section 654a of the Omnibus Budget Reconciliation Act of 1981, as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
  - vi. The Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
  - vii. Section 1557 of the Patient Protection and Affordable Care Act which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in certain health programs or activities.
  - viii. The North Carolina Equal Employment Practices Act, Article 49A of Chapter 143 of the North Carolina General Statutes which prohibits employment discrimination on the basis of race, religion, color, national origin, age, sex, or handicap by employers which regularly employ 15 or more employees.
  - ix. The North Carolina Persons with Disabilities Protection Act, Chapter 168A of the North Carolina General Statutes, which prohibits disability discrimination.
  - x. The North Carolina Retaliatory Employment Discrimination Act, Article 21 of Chapter 95 of the North Carolina General Statutes, which prohibits employer retaliation against employees who in good faith take or threaten to take protected action under the law.
- d. HSO shall develop and maintain a Non-Discrimination Policy including, at minimum:
- i. The definition of discrimination under Federal law
  - ii. Policies and procedures to identify resources and address the needs of individuals with disabilities
  - iii. HSO policies and procedures for tracking and addressing complaints, including penalties
  - iv. Federal and state non-discrimination resources, including contact information.
- e. HSO shall review its Non-Discrimination Policy no less than annually and made updates as needed or required.
- f. HSO shall make its Non-Discrimination Policy available to LOSRC, Impact Health, the Department, and Pilot participants upon request.

#### D. Provide Authorized Pilot Services

- a. HSO shall deliver Authorized Pilot Services to Pilot Participants upon accepting referral via LOSRC.
  - i. HSO shall make best efforts to contact the referred Pilot Participant and accept or close referral within time frames and manners consistent with LOSRC guidance.
  - ii. If the referred Pilot Participant is not able to be reached, HSO will close the referral and notify LOSRC within 24 hours.
  - iii. All Pilot services shall be rendered by HSO to Pilot Participants in accordance with the terms and conditions of this Agreement, the Pilot service descriptions, and LOSRC's



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guidelines, policies, protocols and procedures now existing or as hereafter adopted or amended.

- iv. HSO shall share relevant information about service status and Pilot Participant needs with LOSRC.
- v. HSO shall make certain that Pilot services are delivered in a manner that satisfies all applicable requirements of North Carolina laws and regulations, Pilot program requirements, and Department protocols.

**E. Invoice and Receive Payment for Pilot Services Rendered**

- a. For all Authorized Pilot Services delivered, HSO shall be paid by LOSRC in accordance with Attachment A: Pilot Service Fee Agreement
  - i. LOSRC may amend Attachment A: Pilot Service Fee Agreement to reflect changes made by the Department on any frequency determined by the Department. LOSRC shall notify HSO in writing thirty (30) days prior to the effective date of such change. The Department has sole authority to change the Pilot Service Fee Schedule through its collaboration with CMS.
- b. HSO shall not bill a Pilot Participant for Authorized Pilot Services.
- c. HSO may dispute Pilot invoice denials with LOSRC.
  - i. In the event that an invoice for Pilot services is properly denied by the PHP, in whole or in part, HSO shall not seek payment for such invoice from the Pilot Participant, Impact Health, PHPs, PHPs' designees or the Department from Pilot funds.
- d. LOSRC and Impact Health shall act on HSOs behalf to resolve payment issues, payment errors, overpayments, or underpayments due to fraud, waste or abuse, or denial disputes.
  - i. In the event an HSO received more payment than it was owed, HSO shall return payment to LOSRC
  - ii. In the event an HSO did not receive payment it is owed, LOSRC shall make a payment to the HSO in the amount it is owed.
  - iii. HSO shall generate and submit to LOSRC complete and accurate invoices and required supporting documentation for Pilot services completed consistent with the agreed upon timeline and process.
    - a. Invoices must include all standardized information and use required forms and transmission methods defined by LOSRC.
    - b. In the event that an HSOs invoice for a Pilot service is not received by LOSRC within the timeframe specified, such invoice shall be denied by LOSRC and all rights to receive payment form the Pilot participant, Impact Health, PHPs, PHPs designees, or Department from Pilot funds shall be deemed to have been waived by HSO.
      - i. An extension of this filing requirement may be granted by LOSRC or Impact Health at its sole discretion for good cause.



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- c. If an invoice has been returned to the HSO because of incorrect or incomplete information or because the invoice has been incorrectly completed, HSO shall submit corrected invoices upon LOSRC request.
- d. HSO shall submit invoices according to processes outlined by LOSRC.
- e. HSO shall receive payments directly from LOSRC.
  - i. LOSRC shall make payments to HSOs for Pilot services delivered via direct deposit within a timeframe specified in Attachment A: Fee for Pilot Services.
  - ii. HSO will be responsible for reconciliation of LOSRC payments within HSOs accounts receivable accounting system.

F. Participate in Pilot-Related Training and Technical Assistance Efforts

- i. HSO shall actively participate in Pilot-related convenings led by LOSRC. HSO agrees to provide feedback to LOSRC, or Impact Health on Pilot program implementation and Pilot service fees scheduled, and where available, best practices or lessons learned.

G. Participate in Pilot Quality Improvement, Program Evaluation and Program Integrity

- i. HSO shall participate in Pilot-related quality improvement and evaluation initiatives upon request, including but not limited to the systematic collection of and reporting on data and qualitative interviews.
- ii. Program Integrity
  - 1. HSO shall comply with all monitoring and oversight requirements communicated by LOSRC
  - 2. HSO shall support LOSRC and Impact Health and their designees in program integrity and monitoring efforts including by facilitating and participating in:
    - a. Site visits
    - b. Provider interviews
    - c. Visit verifications
  - 3. Should HSO be unable to comply with Program Integrity efforts outlined in this agreement, LOSRC may request that HSO participate in a Performance Improvement Project (PIP) and/or Corrective Action Plan (CAP). HSO shall follow such PIP or CAP including submitting any documentation required therein.
    - a. If HSO performance issues persist, LOSRC may take any action outlined in the PIP or CAP.
- iii. Fraud Waste and Abuse
  - 1. HSO shall participate fully in investigations of potential fraudulent, wasteful or abusive activity consistent with Department protocols and LOSRC guidance.



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2. If LOSRC or Impact Health determines that HSO has engaged in fraudulent, wasteful or abusive activity, HSO shall repay Pilot funds received or take other action(s) as directed by the Department.

#### H. Participate in Pilot-Related Reporting and Evaluation

- i. HSO shall submit all Pilot-related reports on specified timelines, consistent with LOSRC guidance.
- ii. HSO shall coordinate, facilitate and participate in interviews, focus groups, and/or site visits with LOSRC, Impact Health, the Department or other evaluators upon request by LOSRC.

#### 4. Responsibilities of LOSRC

##### A. Participate in Pilot Funds Flow for Service Delivery

- i. LOSRC shall collect and track invoices for Pilot services delivered by HSO
  - a. LOSRC shall review HSO invoices and related supporting documentation for completeness and accuracy within the timeframe specified, including that they:
    1. Include all required elements.
    2. Represent Authorized Pilot Services for the Pilot-enrolled member.
    3. Include any supporting documentation required by LOSRC, Impact Health and the Department.
    4. Meet other requirements as specified.
  - b. LOSRC shall return incomplete invoices back to HSO for correction. LOSRC shall provide HSO in writing the basis for such a return.
  - c. LOSRC shall transmit approved Pilot payments to HSO in the form of direct deposit
  - d. LOSRC shall track Pilot service payments to HSO, including:
    1. Ensuring HSO receives remittances, including explanations for any payment or rejection decisions.
    2. Recording and tracking the status of HSO invoices and payments (e.g., submitted, pending, denied, under dispute, dispute resolved).
  - e. LOSRC shall act on behalf of HSO to resolve payment complaints, errors, or disputes with PHPs regarding payment of invoices.
    1. LOSRC shall report to HSO at least monthly on progress resolving payment complaints, errors, or disputes with PHP.

##### B. Complete HSO Readiness Assessment



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i. LOSRC shall complete a Readiness Assessment of HSO based on criteria outlined in LOSRC guidance prior to authorizing HSO to deliver Contracted Pilot Services as part of the Pilot.

C. Provide Technical Assistance and Training to HSOs

i. LOSRC shall develop and distribute an HSO Manual to guide HSO participation in the Pilot.

ii. LOSRC shall provide individual or group training to support HSO's execution of its responsibilities under this Agreement.

a. LOSRC may subcontract with other organizations to provide select training or technical assistance to HSO.

iii. LOSRC shall offer ongoing technical assistance to HSO, including but not limited to the following goals:

- b. Address issues identified by one or more HSOs;
- c. Support HSO's capacity to successfully deliver Pilot services and meet Pilot-related obligations, including related to Pilot finance and invoicing;
- d. Support HSO's capacity to expand delivery of Pilot services to Pilot Participants;
- e. Support HSOs with trainings specific to Pilot service domain areas;
- f. Support HSO's quality improvement activities to ensure a high-performing network and effective Pilot implementation;
- g. Support HSOs with meeting performance standards, including implementation of PIPs and CAPs where applicable;

D. Convene Pilot-Participating Entities

i. LOSRC shall invite HSO to participate in convenings of Pilot-participating entities at regular intervals to:

- 2. Solicit information about implementation barriers and enablers to identify areas where training, technical assistance and/or convening would support effective Pilot program implementation;
- 3. Review or develop Pilot-related policies and procedures;
- 4. Strengthen relationships between Pilot-participating entities

E. Support Pilot Quality Improvement and Program Evaluation

i. LOSRC shall assess contracted HSO's performance to ensure delivery of high-quality and timely service to Pilot Participants.



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#### F. Support Pilot Program Integrity Activities

- i. LOSRC shall monitor HSO activities for compliance, overpayments, or underpayments due to fraud, waste, and abuse.
- ii. LOSRC shall make best efforts to facilitate resolution of underpayments and overpayments due to fraud, waste and abuse.
- iii. LOSRC shall address identified HSO fraud, waste, and abuse.
  5. LOSRC shall notify Impact Health immediately if it has a reasonable basis on which to suspect an HSO has engaged in fraud, waste or abuse.
  6. LOSRC and/or Impact Health shall investigate the potential fraudulent, wasteful, or abusive activity to determine if HSO engaged in a prohibited activity.
  7. Upon consultation with Impact Health and to the extent allowed by law, during the investigation, LOSRC shall suspend submission of invoices for services delivered if credible allegations of fraud, waste or abuse are present until a final determination has been made.
  8. If LOSRC determines on the basis of investigation that HSO has engaged in fraudulent, wasteful or abusive activity, LOSRC retains the right to terminate this Agreement and require HSO to repay the related Pilot funds or take other action as directed by the Department or permitted under law.
- iv. To promote program integrity, LOSRC shall adhere to the following program standards at a minimum:
  9. Starting on Contract Effective Date, LOSRC shall at least monthly check the exclusion status of employees, directors, governing bodies, agents, and subcontractors of HSO that allocated a portion of their time to Pilot-related responsibilities, as provided by HSO to LOSRC.
  10. LOSRC shall investigate and take appropriate action upon identification of any individuals or entities who are HSO employees, directors, governing bodies, agents and subcontractors that allocate a portion of their time to Pilot-related responsibilities appearing on one or more of the Exclusion Lists, which may include the following:
    - a. Termination of the relationship with the Excluded person or entity;
    - b. Ceasing payments owed to such Excluded person or entity
    - c. Recoupment of Pilot payments made to such Excluded person or entity for services provided during the period that the person appeared on an Exclusions list.



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11. LOSRC may collect information from HSOs to provide any reports necessary to support the Pilot program integrity efforts as requested by Impact Health or the Department.

## 5. Confidential Information

A. Each party, its agents, and subcontractors, shall maintain the security and confidentiality of all data, information, working papers, and other documents related to this Agreement. Each party shall treat all information obtained through its performance under the Agreement as confidential information. Any use, disclosure, sale or offer of confidential information except as contemplated under the Agreement or approved in writing by the other Party shall be a violation of the Agreement. Any such violation will be considered a material breach of contract. Each Party specifically warrants that it, its officers, directors, principals, employee any subcontractors and approved third-party contractors shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party except as contemplated under the Agreement or approved in writing by the other Party.

B. The Department, State auditors, State Attorney General, Federal officials as authorized by Federal law or regulations, and State officials as authorized by State law or regulations, as well as the authorized representatives of the foregoing, shall have access to confidential information in accordance with the requirements of State and Federal law and regulations. No other person or entity shall be granted access to confidential information unless State or Federal laws and regulations allow such access. The Department has the sole authority to determine if and when any other person or entity has properly obtained the right to have access to any confidential information and whether such access may be granted. Use or disclosure of confidential information shall be limited to purposes directly connected with the administration of this Agreement.

C. Should the HSO receive protected health information in the course of executing its responsibilities under this Agreement, HSO shall ensure staff that have access to PHI undergo training on data privacy and security. HSO shall also take reasonable steps to secure any electronic PHI it receives by implementing:

- i. Administrative safeguards, including but not limited to, establishing an official charge of security
- ii. Conducting a risk analysis to determine the risks to the confidentiality of PHI it receives and making efforts to mitigate those risks.
- iii. Physical and technical safeguards that secures individual workstations and provides unique logins.
- iv. HSO shall report security incidents and breaches of all protected information, whether PHI, identifying information or personal information to LOSRC.

## 6. Records Access

A. HSO and LOSRC shall retain any such books, records, data, information, and accounts in accordance with this Agreement. Records relating to performance under this Agreement may not be destroyed, purged, or disposed of except in accordance with applicable State and federal regulations. Records related to this Agreement must be retained for ten (10) years following its expiration or termination. Any federal regulations that require a longer retention period shall supersede and control. If any litigation, claim, audit or other civil or criminal action (collectively, "Actions") related to performance under this Agreement commences before





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the retention period has completed, all records relevant to the Actions must be maintained until the Actions are resolved.

B. Changes or additional audit, retention or reporting requirements may be imposed by federal or state law and/or regulation, and HSO and LOSRC must adhere to such changes or additions.

C. Nothing in this section is intended to limit or restrict the State Auditor's rights.

D. This provision shall survive termination or expiration of this Agreement.

E. The State Auditor and the State Auditor's authorized representatives shall have access to the persons used, records created, and equipment and facilities furnished pursuant to this Agreement. The financial auditors of the Department shall also have full access to all financial records and other information determined by the Department to be necessary to Department's substantiation of the Medicaid payment(s) under this Agreement. The financial auditors of the Department shall also have full access to all financial records and other information determined by the Department to be necessary to Department's substantiation of the Medicaid payment(s) under this Agreement. These audit rights are in addition to any audit rights any federal agency may have regarding the use of federally allocated Medicaid funds.

## 7. Contract Termination & Transition

### A. Termination without Cause

- i. LOSRC may terminate this Agreement by giving sixty (60) days prior notice in writing to HSO. HSO shall be entitled to sums due as compensation for deliverables provided and services performed in conformance with the Agreement.
- ii. HSO may terminate this Agreement by giving sixty (60) days prior notice in writing to LOSRC. HSO shall be entitled to sums due as compensation for deliverables provided and services performed in conformance with the Agreement.

### B. Termination for Cause

- i. This Agreement may be terminated on thirty (30) days prior written notice and the termination will be effective on the expiration of the thirty (30) day period:
  - a. By HSO upon suspension, withdrawal, expiration or non-renewal of any federal, state or local license, certificate, approval or authorization which is materially adverse to the Operations of LOSRC, Impact Health or the Department.
  - b. By LOSRC in the event HSO refuses to execute any agreement determined by any state or federal regulatory body or agency to be necessary for the regulatory approval and full implementation of the Pilot
  - c. By either Party, upon bankruptcy or insolvency of the other Party.
- ii. This Agreement shall terminate immediately and without notice in the event that HSO or its employees, agents or subcontractors, engages in conduct threatening or causing imminent harm to Pilot Participants, or upon a determination that HSO has committed fraud.
- iii. This Agreement may be terminated by LOSRC immediately upon written notice to HSO in the event of any of the following:
  - a. HSO fails to maintain licensure or accreditation to meet industry standards, where applicable;



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- b.* HSO is excluded from any state's Medicaid program.
- c.* Upon cancellation or termination of HSO's liability insurance coverage as required by this Agreement without replacement coverage having been obtained.
- iv.* This agreement shall terminate automatically in the event of the termination of Impact Health's contract with the Department to act as a Healthy Opportunities Pilot Network Lead.

#### C. Obligation After Termination

- i.* Termination shall not release HSO from its obligations under this Agreement or any other obligation that survives termination of this Agreement.
- ii.* To the extent there is an alternative HSO in the LOSRC network, HSO has an obligation to ensure a smooth transition of Pilot services for the Member.
- iii.* Termination shall not affect HSO's right to receive payment for Authorized Pilot Services rendered to Pilot Participants in accordance with the terms of this Agreement prior to termination.
- iv.* LOSRC has an obligation to transmit any outstanding Pilot service invoices for Authorized Pilot Services prior to termination to relevant PHP(s) on behalf of the HSO in the event of termination.

#### D. Contract Expiration, Termination and Transition of Obligations

- i.* Not less than forty-five (45) days prior to planned termination of this Agreement, HSO shall:
  - a.* Arrange for the secure maintenance of all HSO records related to Pilot participation as needed for audit and inspection by LOSRC and Impact Health.
  - b.* Provide for the preparation and delivery of all Pilot-related reports, forms and other document to LOSRC and/or Impact Health.

### 8. Force Majeure

A. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations because of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado or other catastrophic natural event or act of God.

### 9. Dispute Resolution & Remedies

#### A. HSO Performance Improvement Plan and Corrective Action Plan

- i.* If LOSRC identifies that the HSO is not meeting its contractual obligations or identifies an HSO deficiency or opportunity for improvement, LOSRC shall develop a Performance Improvement Plan (PIP) and provide supplementary training and technical assistance to assist HSO in addressing the performance issues.
  - a.* The PIP will state the nature of the deficiency and expectations and timelines for improvement.
  - b.* In the event of a credible allegation of fraud, waste or abuse on behalf of HSO, processes related to fraud, waste and abuse outlined in this Agreement shall be followed.



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- ii. If the PIP and training and technical assistance are ineffective, LOSRC shall develop a Corrective Action Plan (CAP) with the HSO to address areas requiring improvement.
  - a. LOSRC may require a CAP without first developing a PIP
  - b. LOSRC may take any other action permitted under the Agreement or as directed by the Department.
- iii. If the Department requests a CAP for a specific HSO, LOSRC will establish the CAP within fifteen (15) days or within a timeframe determined by the Department, depending on the nature of the violation, from the date on the Department's written notice requesting the CAP.
  - iii. If HSO performance issues persist, LOSRC may take any action permitted under this agreement, including termination.

#### 10. Indemnification and Liability

A. HSO covenants to indemnify and hold Impact Health with which LOSRC contracts harmless from any and all losses, damages or liability including attorney's fees and costs of enforcement, which may be suffered by LOSRC and/or Impact Health arising out of: 1) any material breach of this Agreement by the HSO or 2) negligence or other unlawful conduct by HSO, or any agent or employee of HSO upon or in relation to the discharge by HSO of its responsibilities under this Agreement.

- i. HSO's liability shall be limited to the total payments it has received for Pilot Services during the duration of this Agreement.

B. LOSRC covenants to indemnify, and hold HSO harmless from any and all losses, damages or liability, including reasonable attorney's fees and costs of enforcement, which may be suffered by HSO arising out of any materials breach of this Agreement by LOSRC.

- i. HSO covenants, in case any claim or demand is asserted against him/her/it which may result in liability to LOSRC, HSO shall give prompt notice thereof in writing to LOSRC and shall cooperate in the investigation of such claim or the defense of any such action arising therefrom.

- ii. Notwithstanding the foregoing, LOSRC liability shall be limited to the total payments it has receive under the Pilot program for responsibilities under this Agreement during the duration of this Agreement.

C. HSO and LOSRC understand and agree that the Department does not assume liability for the actions of, or judgments rendered against LOSRC, its employees, agents or subcontractors. Further, HSO and LOSRC understand and agree that there is no right of subrogation, contribution, or indemnification against the Department for any duty owed to HSO by LOSRC or any judgement rendered against LOSRC.

#### 11. Notices

A. Unless otherwise specified in this Agreement, any Notices shall be in writing and delivered by email. In addition, Notices may be delivered by first-class mail, commercial carrier, or personally delivered, provided the Notice is also emailed to the contract Administrator(s).

B. Notwithstanding anything in this Agreement to the contrary, Parties may amend this section of the Agreement to update Notice contact information below.



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i. If Notice is to LOSRC, it shall be sent to the following Contract Administrator(s):

Vicki Jennings – [vicki@landofsky.org](mailto:vicki@landofsky.org); or

Dalton Buckner – [dalton@landofsky.org](mailto:dalton@landofsky.org)

ii. If Notice is to HSO, it shall be sent to the following Contract Administrator(s):

*Daniel Metcalf - [dmetcalf@madisoncountync.gov](mailto:dmetcalf@madisoncountync.gov)*

*Kathy Proffitt - [kproffitt@madisoncountync.gov](mailto:kproffitt@madisoncountync.gov)*

C. It is HSO's responsibility to read all terms and conditions, specifications, requirements, and attachments and appendices, and any other components made a part of the Agreement and comply with all requirements. The HSO is responsible for complying with all amendments and other changes that may be issued related to this Agreement.

D. LOSRC shall provide regular Notice to HSO describing any relevant changes to Impact Health or Department protocols.

## 12. Insurance

A. During the term of the Agreement, HSO, at its sole cost and expense, shall provide commercial insurance coverage of such type and with such terms and limits as may be reasonably associated with the Agreement. At a minimum, HSO shall provide and maintain the following coverage and limits:

i. **Worker's Compensation** – HSO shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all HSO employees who are engaged in any work under this Agreement. If any work is sublet, HSO shall require the subcontractor to provide the same coverage for any of their employees engaged in any work under the Agreement.

ii. **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit.

iii. **Requirements** – Providing and maintaining adequate insurance coverage is a material obligation of HSO and is the essence of this Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. HSO shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The limits of coverage under each insurance policy maintained by HSO shall not be interpreted as limiting HSO's liability and obligations under the Agreement.

iv. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used relating to this Agreement. The minimum combined single limit shall be \$500,000.00 for bodily injury and property damage; \$500,000.00 for uninsured/underinsured motorist; and \$5,000.00 for medical payment coverage. **See Addendum B: Special Medicaid Transportation Liability Requirements for additional specific requirements.**

## 13. Survival



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A. The expiration, termination, or cancellation of this Agreement will not extinguish the rights of either Party that accrue prior to expiration, termination, or cancellation or any obligations that extend beyond termination, expiration or cancellation, either by their inherent nature or by their express terms.

14. Authority to Sign

A. Each of the persons signing below on behalf of any Party hereby represents and warrants they are signing with full and complete authority to bind the Party on whose behalf they are signing to each and every term of this Agreement.

15. Governing Law

A. This Agreement shall be construed in accordance with the laws of the state of North Carolina, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

16. Attachments

- The following attachment is included:  
A. Pilot Service Fee Agreement

17. Signature and Date

The parties hereby agree to the terms and conditions set forth in this agreement and such is demonstrated by their signatures below.

LAND OF SKY REGIONAL COUNCIL

AGENCY

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

Agency: Madison County Transportation Authority

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

By: Daniel Metral

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

Title: Director

DBE GOOD FAITH EFFORTS CERTIFIC.

This is to certify that in all purchase and contract selections Madison County Transportation Authority is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).


DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

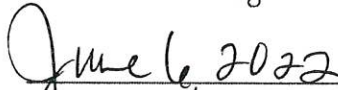
Required by IMD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network:
*	<input checked="" type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a>
	<input type="checkbox"/>	Other efforts: Describe:
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

**Reminder:** Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

  
 \_\_\_\_\_  
 Signature of Authorized Official

  
 \_\_\_\_\_  
 Date

Mark Snelson, Chairman of the Board of Commissioners  
 \_\_\_\_\_  
 Type Name and Title of Authorized Official

## EEO QUESTIONNAIRE

**Threshold Requirements:** Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- a. Employees 100 (+) or more transit-related employees\*; and
- b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
- c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization: Madison County Transportation Authority

\_\_\_\_\_ State DOT    \_\_\_\_\_ MPO     Transit Agency    \_\_\_\_\_ City

TrAMS ID: \_\_\_\_\_ (if applicable)

1. How many employees do you have in your organization? 300
2. How many of those employees are \*transit related? 12

**\*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus routes would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.**

**\*\*If EEO requirement is not applicable check here \_\_\_\_\_, sign at the bottom, and submit, otherwise complete remaining questions.**

3. How much did your organization receive in capital or operating assistance the previous fiscal year?  
\_\_\_\_\_

4. How much did your organization receive in planning assistance the previous fiscal year?  
\_\_\_\_\_

5. Does your agency submit an EEO Program? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what is the date of your last submission? \_\_\_\_\_

6. Do you contract out any of your transit services? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, skip to question 7. If yes,

a. What is the name of agency (s)? \_\_\_\_\_

b. How much does the agency receive in capital or operating assistance? \_\_\_\_\_

c. How much does the agency receive in planning assistance? \_\_\_\_\_

d. How many transit employees does the agency have? \_\_\_\_\_

e. Does the agency submit an EEO Program to you? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what is the date of their last EEO submission? \_\_\_\_\_

7. What is the date of your last Triennial Review (If applicable)? \_\_\_\_\_

a. Were there any deficiencies? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, in what area(s) \_\_\_\_\_

\_\_\_\_\_

b. Are any of the deficiencies still open? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, in what area(s)? \_\_\_\_\_

\_\_\_\_\_

8. What is the date of your last State Management review (If Applicable)?

\_\_\_\_\_

a. Were there any deficiencies? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, in what area(s) \_\_\_\_\_

\_\_\_\_\_

b. Are any of the deficiencies still open? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, in what area(s)? \_\_\_\_\_

\_\_\_\_\_



9. Has your agency participated in an EEO compliance review?

\_\_\_\_\_   
 If yes,

a. Were there any deficiencies? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, in what area(s) \_\_\_\_\_   
 \_\_\_\_\_

b. Are any of the deficiencies still open \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, in what area(s)? \_\_\_\_\_   
 \_\_\_\_\_

I declare (or certify, verify, or state) that the foregoing is true and correct.

Signature Mark Sule Date June 6, 2022

Title Chairman of the Madison County Board of Commissioners

# FY 2024 Delegation of Authority

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

I Mark Snelson

Chairman, Madison County Commissioner Board

(Authorized Official's Typed/Printed Name)

(Authorized Official's Title and Agency)

as the designated party:

Madison County Transportation Authority

(Grant recipient/Applicant Agency)

with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT P Integrated Mobility Division hereby delegate authority to the individual(s) filling the positions as indicated below:

**Primary Designee:**

Daniel Metcalf, Director

(Name and Primary Designee's Position Title)

(Primary Designee's Agency)

Reimbursement Requests:  Yes  No

Budget Revisions:  Yes  No

Budget Amendments:  Yes  No

Period of Performance Extensions:  Yes  No

Other \_\_\_\_\_:  Yes  No

**Alternate Designee #1:**

Kathy Proffitt, Fiscal Officer and Operation Manager

(Alternate Designee's Name and Position Title)

(Alternate Designee's Agency)

Reimbursement Requests:  Yes  No

Budget Revisions:  Yes  No

Budget Amendments:  Yes  No

Period of Performance Extensions:  Yes  No

Other \_\_\_\_\_:  Yes  No

**Alternate Designee #2:**

(Alternate Designee's Name and Position Title)

(Alternate Designee's Agency)

Reimbursement Requests:  Yes  No

Budget Revisions:  Yes  No

Budget Amendments:  Yes  No

Period of Performance Extensions:  Yes  No

Other \_\_\_\_\_:  Yes  No

Signature: Mark Snelson

June 6, 2022

April 25, 2018

**SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects  
TITLE VI PROGRAM REPORT**

Legal Name of Applicant: Madison County Transportation Authority  
(Complete either Part A or Part B; and Part C)

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against Madison County Transportation Authority during the period July 1, 2021 through June 30, 2022.

Mark Snelson  
Signature of Authorized Official

June 4, 2022  
Date

Mark Snelson, Chairman of Madison County Commissioners  
Type Name and Title of Authorized Official

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ Transit System Name) during the period July 1, 2021 through June 30, 2022.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name and Title of Authorized Official

**Part C - Title VI Plan**

Do you currently have a Title VI Plan: \_\_\_\_\_ Date of last plan update: \_\_\_\_\_

# AIA<sup>®</sup> Document B105™ – 2017

Attachment 2.1

## Standard Short Form of Agreement Between Owner and Architect

*(Paragraph deleted)*

Version 12/2021

**AGREEMENT** made as of the Twenty Seventh day of May in the year Two Thousand and Twenty Two

**BETWEEN** the Owner:

Madison County Board of Commissioners  
107 Elizabeth Lane  
Marshall, North Carolina 27587

and the Architect:

Lord Aeck Sargent Planning & Design, Inc.  
1175 Peachtree Street, NE  
Suite 2400  
Atlanta, Georgia 30361  
Telephone Number: 877-929-1400

for the following Project:

Madison County Courthouse Rehabilitation  
Madison County Courthouse  
2 N Main Street  
Marshall, North Carolina 28753  
Architectural services for the Programming and Cost Estimate phase for the Rehabilitation of the  
Madison County Courthouse in Marshall, North Carolina

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Architectural services for Programming and Cost Estimating as follows:

- **Site Visit/Meeting #1** to include a kick-off meeting and condition assessment. We will gather all available information and perform an architectural condition assessment of the building. We will meet with you to confirm the program for the building. This will take 2 full days and should include access to any additional buildings that may be used for space. We will then develop concepts that meet your needs.
- Draw the existing plans and work through programmatic concepts and potential phases.
- **Site Visit/Meeting #2** Return for a working session and presentation to share the concepts for reuse, phasing and work items needed to restore the building. This will be a review of all possible treatments for the building with a cost estimate. We understand there is a \$3.8M budget that requires determination of the anticipate the following being potential approaches to phasing the project:
  - **Code Approach.** Address code issues only with the existing building related to accessibility and life safety.
    - Reconfigure restrooms (something similar to what PFA suggested in 2015).
    - Investigate the stair and find an alternative place for an exterior egress stair.
    - Ramp on exterior
    - Address mold issues.
  - **Exterior Envelope, Stair and Ramp Approach**
    - Address windows and any exterior painting.
    - Provide accessibility into the building.
    - Provide an exterior stair.
  - **Fit Out for Another Building**
    - Determine whether another building and which one should be considered and if so, what work is required to put it in use.
    - From this meeting we will finalize the phasing options and overall cost of the project
    -
- From this meeting we will finalize the phasing options and overall cost of the project.
- We will provide a written report and floor plan diagrams as needed to communicate the analysis of the building(s) with cost estimates.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information. The Owner shall promptly report to the Architect in writing any suspected deficiencies in the Architect's services, in order that the Architect may take measures which, in the Architect's opinion, will minimize the consequences of such deficiencies.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner

a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

#### **ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. In the event the Architect is forced to terminate this agreement after providing required notice of the Owner's failure to perform its obligations, the Owner shall hold harmless, indemnify, and defend the Architect and Architect's officers, directors, employees, agents, and consultants for all their services provided on the Project until the date of such termination. In the event this Agreement is terminated for convenience by the Owner or for cause by the Architect, then the Owner's right to use the Architect's instruments of service for the Project shall immediately expire and the Owner shall immediately delete electronic copies and return all hard copies to the Architect.

#### **ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

#### **ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

A lump sum fee of \$49,900.00 billed as a percentage complete each month.

The Owner shall pay the Architect an initial payment of (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent ( %) All expenses included in lump sum fee.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. The basis of such compensation shall be hourly rates or lump sum amounts mutually agreed upon in writing in advance. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; reviewing more than the Contractor's initial submittals and One (1) resubmittal for each required submittal; providing services necessitated by the Contractor's failure to perform; and the extension

of the Architect's Article 1 services beyond (5) months of the date of this Agreement through no fault of the Architect.

## **ARTICLE 7 OTHER PROVISIONS**

### **§ 7.1 AGREED REMEDY**

The Owner agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Design Professional's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Design Professional under this Agreement, or the available proceeds of Architect's or Architect's Consultant's professional errors and omissions policy at the time any claim is finally adjudicated or otherwise finally determined or settled, whichever is less. In addition, the Owner acknowledges and agrees that, to the fullest extent permitted by law, no officer, director, shareholder, partner, principal, fiduciary, employee or other representative of Architect or of Architect's Consultants shall have personal liability, and no corporate parent, subsidiary or affiliate of any of them shall have any liability, for any matter required under any provision of the Agreement or for any matter in connection with any professional services provided for the Project.

### **§7.2 CERTIFICATIONS AND WARRANTIES**

The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect's having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification.

### **§7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect and Owner waive consequential damages for claims, disputes or other matters in questions arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

### **§7.4 ELECTRONIC SIGNATURE**

This Agreement may be executed in one or more counterparts and delivered by telecopy, electronic transmission or otherwise (including telecopied and electronically transcribed signature pages), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

### **§7.5 EXISTING CONDITIONS**

The Owner recognizes that renovation and/or rehabilitation of an existing building typically involves unforeseen conditions, including various conditions concealed within the walls, floors or other assemblies. Inasmuch as such remodeling and/or rehabilitation requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees to bear all costs and expenses, including the cost of the Architect's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure, or from any deficiencies or inaccuracies in any information or documentation furnished to the Architect by the Owner.

The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, and their agents or employees, from and against any and all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected to existing conditions of the project excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect, the Architect's consultants, and their agents or employees.

### **§7.6 FORCE MAJEURE**

The Architect and its Consultants shall not be responsible for the consequences of any of the following: (a) so-called acts of God (including, without limitation, tornadoes, water spouts, floods hurricanes, earthquakes, landslides, dust storms, atmospheric disturbances, pandemics, epidemics); (b) negligent or willful misconduct of (i) Owner, its agents and employees (ii) the Contractor, its contract employees who provide services on the project and employees, (iii) project subcontractors (of whatever tier), (iv) Owner's retained consultants (other than Architect's); (c) insurrections,

riots, civil commotions, terrorism, sabotage, vandalism, judgments or orders; (d) shortages or unavailable materials, supplies, labor, equipment or systems; or (e) other matters, of whatever character, beyond the reasonable control of the Architect and its Consultants.

#### **§7.7 MATERIALS TRANSPARENCY**

The Architect is not trained in toxicology or human or environmental health. To the extent that the Architect collects information on construction materials that discloses contents or constituent ingredients or chemicals, the Owner acknowledges that Owner is not relying on the Architect for any analysis of the construction material's effect on human or environmental health. If such analysis is desired, the Owner will retain under separate contract a toxicologist or other appropriately trained professional.

#### **§7.8 HANDICAP ACCESSIBILITY**

The Architect shall use reasonable care in interpreting and designing in accordance with applicable handicap accessibility laws, codes, and statutes such as the Americans with Disabilities Act and the Fair Housing Act. The Architect shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the Owner without the direct participation and written approval of the Architect. Likewise, the Architect shall not be responsible for any inaccessibility issues arising out of the Owner's use and operation of the completed Project which were not disclosed to the Architect as a part of the Project requirements before the design was begun.

#### **§7.9 INSURANCE REQUIREMENTS**

Insurance Coverages: Prior to commencing the work, the Architect shall submit to the Owner current Certificates of Insurance evidencing the following coverages

##### **§7.9.1 Comprehensive General Liability**

\$2,000,000 in the Aggregate

##### **§7.9.2 Automobile Liability**

\$1,000,000 Combined Single Limit (, non-owned and hired vehicles)

##### **§7.9.3 Workers' Compensation**

Statutory Limits

##### **§7.9.4 Professional Liability**

\$5,000,000 per claim and in the Aggregate

The Owner shall have the Contractor name the Architect and his Consultants as additional insured under the Contractor's General Liability Policy for non-design related liability as evidenced by a copy of the Certificate of Insurance provided to the Architect.

The Owner shall name the Architect and his Consultants as additional insured under the Owner's premises and Operations Liability Policy as evidenced by a copy of the Certificate of Insurance provided by the Owner.

#### **§7.10 MEDIATION**

If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

The Owner and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutual agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in



writing with the other party to the Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal proceedings, which shall be stayed pending mediation.

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

**§7.11 MEANS, METHODS AND SAFETY**

Neither the professional activities of the Architect, nor the presence of the Architect or his employees and subconsultants at a construction site, shall relieve the Contractor or Construction Manager and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, supervising or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Architect and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

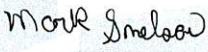
**§7.12 REPRESENTATIONS AND WARRANTIES**


The Architect and the Owner acknowledge that no representations other than those expressed herein have been made by any party hereto. Further, each of the parties to this Agreement has relied upon his/her own experience and judgment or that of legal counsel in evaluating these terms.

**§7.13 VENUE**

This Agreement shall be governed by the law of the place where the Project is located.

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

DocuSigned by:  
 6/23/2022  
CD303C27A81C4E0...  
**OWNER** (Signature)  
Mark Snelson Communsir chair  
(Printed name and title)

DocuSigned by:  
 6/7/2022  
7C7D8AAD14E9430...  
**ARCHITECT** (Signature)  
Karen Gravel, Principal  
(Printed name, title, and license number, if required)

Init.  
/

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

**STATE OF NORTH CAROLINA**

**LEASE AGREEMENT**

**COUNTY OF MADISON**

**1 JUNE 2022**

**THIS LEASE AGREEMENT** is made and entered into on this the day and year first above written, by and between, **JABLONSKI BUILT, LLC A North Carolina Limited Liability Company**, hereinafter referred to as Lessor, and **MADISON COUNTY, A NORTH CAROLINA BODY CORPORATE AND POLITIC**, hereinafter referred to as Lessee; thus

**WITNESSETH**

**THAT WHEREAS** the Lessor, in consideration of the agreements and covenant hereinafter mentioned and expressed, to be fulfilled and performed by the Lessee, does hereby lease and let unto the Lessee for the term hereinafter specified certain premises being hereinafter referred to as the "Demised Premises" upon the following terms and provisions:

- I. Term: The term of this Lease shall be as follows: 24 months commencing on 1 June, 2022, and ending on 31 May, 2024.
- II. Basic Rent: Rents hereunder shall be payable as follows:
  - A. \$1,000 per month for June thru August 2022 payable on the 1<sup>st</sup> day of each month;
  - B. \$2,000 for the balance of the lease term, payable on the 1<sup>st</sup> day of each month
- III. Demised Premises: The lower level including Main Street access of that building commonly known as the "Old Roberts Pharmacy" located at 10 South Main Street, Marshall, North Carolina, consisting of a room of approximately 1,250.00 square feet, together with two (2) newly constructed bathrooms located at the back of said premises, together with all rights of access, easements, and appurtenances to said premises and being a portion of those lands described at Madison County Deed Book 656, Page 471.
- IV. Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.

- V. Inspection: The Lessor shall have the right at all times to enter and inspect the building.
- VI. Fire Insurance: The Lessor shall carry, at the Lessor's expense, fire insurance with extended coverage insuring against loss of damage to the building and or other improvements on the premises in amounts and in companies as the Lessor in its discretion shall choose. The Lessee shall carry at the Lessee's expense fire insurance with extended coverage insuring against loss or damage to the Lessee's furnishings, fixtures, inventory, equipment, and other property situated or placed upon, in or about the demised premises. All insurance required hereby shall be kept in force during the entire term and renewals hereof.
- VII. Use of Premises by Lessee: The Lessee covenants and agrees that it will use the demised premises as Madison County Courthouse Adjunct Offices and will keep and maintain the same in compliance with all ordinances, laws, and regulations of authorities having jurisdiction thereof.
- VIII. Responsibilities of Lessor and Lessee: The Lessor shall maintain the roof, structural parts, and exterior of the building, plate glass, plumbing, heating, cooling, and electrical systems, provide designated area for dumpster trash removal and disposal unless damage thereto shall result from the negligence of the Lessee, in which case the Lessee shall be responsible for the same. The Lessor shall in no event be liable for damage to the Lessee for the stoppage, curtailment, or reduction of heat, lighting, or other service or for injury to persons or property where the cause of the failure is beyond the control of the Lessor.
- Lessee shall provide for routine cleaning of the interior of the premises, routine cleaning of interior and exterior windows that are accessible, trash removal, floor and window covering, interior lighting, interior partitioning, and any additional interior wiring.
- IX. Taxes, Assessments, & Utilities: The Lessor shall timely list the building for ad valorem tax purposes and the Lessee shall pay all tax assessments of whatever kind or nature assessed against the building, including any tax assessed against leasehold improvements made by the Lessee. The Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on the Lessee's furnishings, fixtures, inventory, equipment, leasehold improvements and other property situated or placed upon in or about the demised premises. All taxes shall be paid prior to delinquency. The Lessee does hereby covenant and agree that it shall be solely responsible for and shall timely pay any and all utility costs with the exception of water which will be paid by Lessor. Lessee further agrees to maintain a renter's insurance policy during the term of the Lease.
- X. Alteration and Upkeep: The Lessee shall make no additions, alterations, improvements, or partitions, or any modification of the demised premises,

without the prior written approval of the Lessor with the specific understanding that the Lessor will allow all reasonable alterations to the premises consistent with the use of the property as Madison County Courthouse Adjunct offices. The Lessee further covenants and agrees to keep the demised premises in good condition and to surrender and to deliver up the same, together with any improvements made thereto by the Lessee at the end of the term of this Lease in as good condition and repair as the same exists on the commencement of this Lease, reasonable wear and tear and damage by unavoidable accident excepted.

XI. Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.

XII. Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor, which said consent shall not be unreasonably withheld.

XIII. Default:

a) Each and every one and all of the following events shall constitute an event of default:

- i) If the Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors.
- ii) If voluntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against the Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within ten days after the institution of appointment.
- iii) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
- iv) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of

performance continues for a period of fifteen days after notice thereof.

- v) If the Lessee vacates or abandons the demised premises.
  - vi) If the interest of the Lessee is transferred, levied upon, or assigned to any other person, firm, or corporation whether voluntarily or involuntarily, except as herein permitted.
- b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:
- i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
  - ii) To make any payment required of the Lessee herein or correct any condition required to be corrected by the Lessee and the Lessor shall have the right to enter the premises for the purpose of correcting such conditions and to remain on the premises until the complete correction of such condition. However, no expenditure by Lessor on the behalf of the Lessee shall be deemed to waive or to release the Lessee's breach hereof, and the Lessor shall retain all rights to proceed against the Lessee as set forth herein.
  - iii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary. The Lessor shall apply the rent received from the re-letting in the following order: (1) to sums due from the Lessee other than sums denominated in Sections 2 and 3 above as rentals, and (2) to sums denominated as rentals in Sections 2 and 3 above previously due, and (3) to sums which were to become due in the future.
  - iv) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.
- c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

- XIV. Subordination to Mortgages: This Lease Agreement and the rights of the Lessee shall either be subordinate or superior, at the Mortgagee's election (in the absence of an election, the Mortgage shall be superior), to the lien of any mortgage or deed of trust placed upon the building by the Lessor, Lessor's predecessor, or Lessor's successors (hereinafter referred to as "Mortgagee") whether such mortgage is currently a lien on the building or shall hereafter become a lien on the building, and no further agreements or documents shall be required to render this Lease and the Lessee's rights subordinate to such mortgage or deed of trust. At the Lessee's request and at the Lessee's expense, the Lessor shall endeavor to obtain for the Lessee a non-disturbance agreement in recordable form providing in substance that the Lessee's tenancy shall not be disturbed nor affected by any default under the mortgage or deed of trust provided that the Lessee is not in default under any of the terms, conditions, and covenants hereof. The Lessee shall at all times upon the request of the Lessor promptly furnish documents stating that this Lease is in full force and effect, and that no defaults of the Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good standing letter". Should the Lessee fail to deliver such written documents within ten days of the Lessor's request therefore, the Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of the Lessee unless the Lessee has within such period provided written notice to the Lessor of the Lessee's claim of the Lessor's default. Upon cure of such default the Lessee shall promptly provide notice of the same as requested by the Lessor.
- XV. Trade Fixtures: It is understood and agreed between the Lessor and the Lessee that the Lessee may be locating or installing upon the demised premises certain trade fixtures. Prior to such installation the Lessee shall obtain the consent of the Lessor, which consent shall not be unreasonably withheld. The Lessee may remove any trade fixtures located upon the demised premises that is installed by the Lessee at the Lessee's own expense at any time prior to the expiration of the Lease provided that the Lessee returns the demised premises to the condition in which it was in at the time of possession and installation.
- XVI. Insurance: Lessor shall maintain the following insurance policies on the property:
- A. General liability policy in an amount not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate.
  - B. Standard flood insurance in a coverage amount of not less than \$400,00.00
- XV. Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported

agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.

- XVI. Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- XVII. Condemnation: In the event that the whole or any part of the building or demised premises shall be taken (or transfer is made under threat of condemnation) by any authority under the power of eminent domain, the Lessor shall have the option to terminate this Lease Agreement, but notwithstanding whether the Lessor exercises such option, the term hereof shall terminate as to the part taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the exercise of such power.
- XVIII. Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.
- XIX. Notices: All notices, demands, and requests which may be or are required to be given by either party of the other shall be in writing. All notices, demands, and requests by the Lessee to the Lessor shall be delivered to his address at \_\_\_\_\_ or at any other such place as the Lessor may from time to time designate in written notice to the Lessee. All notices, demands, and requests by the Lessor to the Lessee shall be delivered to the Lessee at \_\_\_\_\_, at the demised premises, or at any such other place as the Lessee from time to time may designate in written notice to the Lessor. Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.
- XX. Integration Clause: Any stipulations, representations, or agreements, parole or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.
- XXI. Miscellaneous provisions: Lessor and Lessee specifically understand and agree that Lessee is entering into this Agreement for the purposes of acquiring facilities to relocate normal courthouse functions in the event that the offices in the Madison County Courthouse are unavailable for continued usage as courthouse offices. In the event that Madison County can return to the Madison

County Courthouse or to any other building which serves similar purposes during the course of this Lease and extensions thereof, then the Lessee at its sole election may terminate this Lease by giving Lessor 60 days written notice of its intent to terminate this Lease.

**IN TESTIMONY WHEREOF** the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.

**JABLONSKI BUILT, LLC A North  
Carolina Limited Liability Company,  
Lessor**

BY: \_\_\_\_\_  
MEMBER/MANAGER

**MADISON COUNTY, Lessee, a body politic  
and corporate of the State of North Carolina**

BY: \_\_\_\_\_  
\_\_\_\_\_ County Manager

**STATE OF NC**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public for the aforesaid County and State, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that \_\_\_\_\_ of \_\_\_\_\_ and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed.



WITNESS my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2022.

{Seal}

\_\_\_\_\_  
Notary Public

Commission Expiration Date: \_\_\_\_\_

.....  
**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public for the aforesaid County and State, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that \_\_\_\_\_ of \_\_\_\_\_ and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and official seal, this the \_\_\_\_ day of June, 2022.

{Seal}

\_\_\_\_\_  
Notary Public

Commission Expiration Date: \_\_\_\_\_

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MADISON

1 JUNE 2022

**THIS LEASE AGREEMENT** is made and entered into on this the day and year first above written, by and between, **MOSAIC MANAGEMENT CONSULTING, INC. A GEORGIA CORPORATION**, hereinafter referred to as Lessor, and **MADISON COUNTY, A NORTH CAROLINA BODY CORPORATE AND POLITIC**, hereinafter referred to as Lessee; thus

**WITNESSETH**

**THAT WHEREAS** the Lessor, in consideration of the agreements and covenant hereinafter mentioned and expressed, to be fulfilled and performed by the Lessee, does hereby lease and let unto the Lessee for the term hereinafter specified certain premises being hereinafter referred to as the "Demised Premises" upon the following terms and provisions:

- I. Term: The term of this Lease shall be as follows:
  - A. The initial term shall be for three (3) months, commencing on 1 June 2022 and ending on 31 August 2022.
  - B. At any time during the initial term as set forth hereinabove, Lessee may extend the terms of the Lease for a two year period of time, commencing 1 September 2022 and ending on 31 August 2024.
  - C. Lessee shall also have an option to extend the Lease for three (3) additional one year periods, commencing on 1 September 2024.
  
- II. Basic Rent: Rents hereunder shall be payable as follows:
  - A. During the initial three month term commencing 1 June 2022 monthly rent shall be in an amount of \$921.50 due and payable on the first day of each consecutive month, commencing 1 June 2022.
  - B. In the event Lessee extends the Lease for the two year period as set forth hereinabove, then during the first twelve month term commencing 1 September 2022, monthly rent shall be in an amount of \$1,825.00 per month commencing on 1 September 2022, and during the second twelve month term commencing on 1 September 2023, monthly rent shall be in an amount of \$1,915.00 commencing on 1 September 2023.

C. In the event Lessee extends the Lease for any of the additional one year periods, then rent shall be payable as follows:

1. During the first twelve month term commencing 1 September 2024, monthly rent shall be in an amount of \$2,015.00
2. The second twelve month term commencing 1 September 2025, the monthly rent shall be in amount of \$2,115.00
3. During the the third twelve month period commencing 1 September 2026, the month rent shall be in an amount of \$2,220.00

- III. Demised Premises: All that property located on the third floor of the building commonly known as the Bank of French Broad Building, located at 13 South Main Street, Marshall, NC, including without limitation: offices 301, 302, 303, 304, and 305, together with all rights of access, easements, and appurtenances to said premises.
- IV. Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- V. Inspection: The Lessor shall have the right at all times to enter and inspect the building.
- VI. Fire Insurance: The Lessor shall carry, at the Lessor's expense, fire insurance with extended coverage insuring against loss of damage to the building and or other improvements on the premises in amounts and in companies as the Lessor in its discretion shall choose. The Lessee shall carry at the Lessee's expense fire insurance with extended coverage insuring against loss or damage to the Lessee's furnishings, fixtures, inventory, equipment, and other property situated or placed upon, in or about the demised premises. All insurance required hereby shall be kept in force during the entire term and renewals hereof.
- VII. Use of Premises by Lessee: The Lessee covenants and agrees that it will use the demised premises as Madison County Courthouse Adjunct Offices and will keep and maintain the same in compliance with all ordinances, laws, and regulations of authorities having jurisdiction thereof.
- VIII. Responsibilities of Lessor and Lessee: The Lessor shall maintain the roof, structural parts, and exterior of the building, plate glass, plumbing, heating, cooling, and electrical systems, provide designated area for dumpster trash removal and disposal unless damage thereto shall result from the negligence of the Lessee, in which case the Lessee shall be responsible for the same. The Lessor shall in no event be liable for damage to the Lessee for the stoppage,

curtailment, or reduction of heat, lighting, or other service or for injury to persons or property where the cause of the failure is beyond the control of the Lessor.

Lessee shall provide for routine cleaning of the interior of the premises, routine cleaning of interior and exterior windows that are accessible, trash removal, floor and window covering, interior lighting, interior partitioning, and any additional interior wiring.

- IX. Taxes, Assessments, & Utilities: The Lessor shall timely list the building for ad valorem tax purposes and the Lessee shall pay all tax assessments of whatever kind or nature assessed against the building, including any tax assessed against leasehold improvements made by the Lessee. The Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on the Lessee's furnishings, fixtures, inventory, equipment, leasehold improvements and other property situated or placed upon in or about the demised premises. All taxes shall be paid prior to delinquency. The Lessee does hereby covenant and agree that it shall be solely responsible for and shall timely pay any and all telephone and internet services, and Lessor shall pay all water and electric utility services costs.
- X. Alteration and Upkeep: The Lessee shall make no additions, alterations, improvements, or partitions, or any modification of the demised premises, without the prior written approval of the Lessor with the specific understanding that the Lessor will allow all reasonable alterations to the premises consistent with the use of the property as Madison County Courthouse Adjunct offices. The Lessee further covenants and agrees to keep the demised premises in good condition and to surrender and to deliver up the same, together with any improvements made thereto by the Lessee at the end of the term of this Lease in as good condition and repair as the same exists on the commencement of this Lease, reasonable wear and tear and damage by unavoidable accident excepted.
- XI. Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.
- XII. Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor, which said consent shall not be unreasonably withheld.
- XIII. Default:
- a) Each and every one and all of the following events shall constitute an event of default:

- i) If the Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors.
  - ii) If voluntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against the Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within ten days after the institution of appointment.
  - iii) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
  - iv) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.
  - v) If the Lessee vacates or abandons the demised premises.
  - vi) If the interest of the Lessee is transferred, levied upon, or assigned to any other person, firm, or corporation whether voluntarily or involuntarily, except as herein permitted.
- b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:
- i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
  - ii) To make any payment required of the Lessee herein or correct any condition required to be corrected by the Lessee and the Lessor shall have the right to enter the premises for the purpose of correcting such condition and to remain on the premises until the complete correction of such condition. However, no expenditure by Lessor on the behalf of the Lessee shall be deemed to waive or to release the Lessee's breach hereof, and the

Lessor shall retain all rights to proceed against the Lessee as set forth herein.

- iii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary. The Lessor shall apply the rent received from the re-letting in the following order: (1) to sums due from the Lessee other than sums denominated in Sections 2 and 3 above as rentals, and (2) to sums denominated as rentals in Sections 2 and 3 above previously due, and (3) to sums which were to become due in the future.
  - iv) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.
- c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

XIV. Subordination to Mortgages: This Lease Agreement and the rights of the Lessee shall either be subordinate or superior, at the Mortgagee's election (in the absence of an election, the Mortgage shall be superior), to the lien of any mortgage or deed of trust placed upon the building by the Lessor, Lessor's predecessor, or Lessor's successors (hereinafter referred to as "Mortgagee") whether such mortgage is currently a lien on the building or shall hereafter become a lien on the building, and no further agreements or documents shall be required to render this Lease and the Lessee's rights subordinate to such mortgage or deed of trust. At the Lessee's request and at the Lessee's expense, the Lessor shall endeavor to obtain for the Lessee a non-disturbance agreement in recordable form providing in substance that the Lessee's tenancy shall not be disturbed nor affected by any default under the mortgage or deed of trust provided that the Lessee is not in default under any of the terms, conditions, and covenants hereof. The Lessee shall at all times upon the request of the Lessor promptly furnish documents stating that this Lease is in full force and effect, and that no defaults of the Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good standing letter". Should the Lessee fail to deliver such written documents within ten days of the Lessor's request therefore, the Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of the Lessee unless the Lessee has within such period provided written notice to the Lessor of the Lessee's claim of the Lessor's default. Upon cure of such default the Lessee shall promptly provide notice of the same as requested by the Lessor.

- XV. Trade Fixtures: It is understood and agreed between the Lessor and the Lessee that the Lessee may be locating or installing upon the demised premises certain trade fixtures. Prior to such installation the Lessee shall obtain the consent of the Lessor, which consent shall not be unreasonably withheld. The Lessee may remove any trade fixtures located upon the demised premises that is installed by the Lessee at the Lessee's own expense at any time prior to the expiration of the Lease provided that the Lessee returns the demised premises to the condition in which it was in at the time of possession and installation.
- XVI. Insurance: Lessor shall maintain the following insurance policies on the property:
- A. General liability policy in an amount not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate.
  - B. Standard flood insurance in a coverage amount of not less than \$400,00.00 .
- XV. Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.
- XVI. Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- XVII. Condemnation: In the event that the whole or any part of the building or demised premises shall be taken (or transfer is made under threat of condemnation) by any authority under the power of eminent domain, the Lessor shall have the option to terminate this Lease Agreement, but notwithstanding whether the Lessor exercises such option, the term hereof shall terminate as to the part taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the exercise of such power.
- XVIII. Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

XIX. Notices: All notices, demands, and requests which may be or are required to be given by either party of the other shall be in writing. All notices, demands, and requests by the Lessee to the Lessor shall be delivered to his address at \_\_\_\_\_ or at any other such place as the Lessor may from time to time designate in written notice to the Lessee. All notices, demands, and requests by the Lessor to the Lessee shall be delivered to the Lessee at \_\_\_\_\_, at the demised premises, or at any such other place as the Lessee from time to time may designate in written notice to the Lessor. Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

XX. Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.

XXI. Miscellaneous: Lessor agrees to keep in good repair the roof, foundations, and exterior walls of the premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of the Lessee, its agents, employees, or invitees. However, Lessor does not warrant that the roof will not leak, nor that the roof will not damage property of the Lessee. However, Lessor will make every attempt to reasonably repair any defective condition including but not limited to any leaks reported by Lessee as provided herein. Lessor gives to Lessee exclusive control of premises and shall be under no obligation to inspect said premises. Lessee shall promptly report in writing to Lessor any defective condition known to Lessee in which Lessor is required to repair. If any defective condition is not repaired within ten (10) business days, following proper notice, Lessee may repair the condition at his own expense and deduct the amount from the rental payment. If Lessee so elects, the work must be done by a qualified person, including a licensed person if electrical, plumbing, or other licensed trades are engaged.

Lessee has leased parking for its staff in a parking lot located at 62 N, Main Street. No additional parking will be provided by Lessor on the premises.

**IN TESTIMONY WHEREOF** the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.

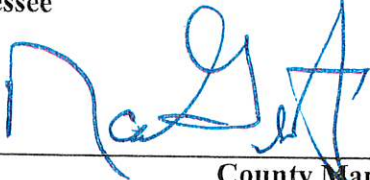
MOSAIC MANAGEMENT CONSULTING, INC., Lessor

By:

  
Vice-President



MADISON COUNTY, Lessee

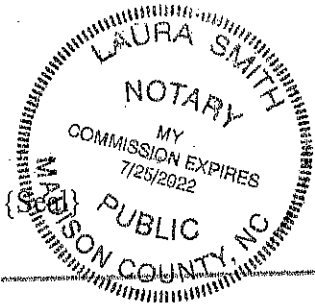
By:   
County Manager

STATE OF NORTH CAROLINA  
COUNTY OF Madison

I, Laura Smith, a Notary Public for the aforesaid County and State, do hereby certify that Wilburn Whitlock Jr, personally appeared before me this day and acknowledged that he is the <sup>VICE</sup> President of Mosaic Management, a Georgia Corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and official seal, this the 11th day of July, 2022.

Laura Smith



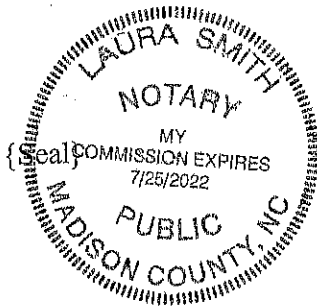
Notary Public

My commission expires: July 25, 2022

STATE OF NORTH CAROLINA  
COUNTY OF Madison

I, Laura Smith, a Notary Public for the aforesaid County and State, do hereby certify that Edward Norris Gentry personally appeared before me this day and acknowledged that Edward Norris Gentry of Madison County Government and that by the authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and official seal, this the 19th day of July, 2022.



Laura Smith  
Notary Public

My commission expires: 7-25-22