

The Madison County Board of Commissioners met in regular session on Tuesday, January 10, 2023, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, Interim County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

Agenda Item 1: Agenda Approval

Commissioner Wechtel requested the following amendments to the agenda:

- Item 9-Closed Session for Attorney Client Privilege regarding Litigation of Iva Frisby vs. Madison County and Personnel N.C.G.S 143-318.11 (a)(3) and N.C.G.S. 143-318.11(a)(6)
- Item 10-Adjournment

Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, the Board voted unanimously to approve the agenda as it has been amended. (Attachment 1.1)

Agenda Item 2: Consent Agenda

- a. **Budget Amendment #7** (Attachment 2.1)
- b. **Financial Report** (Attachment 2.2)
- c. **Tax Refunds and Releases** (Attachment 2.3)
- d. **Kania Law Firm Update** (Attachment 2.4)
- e. **Approval of December 5, 2022 (Special) Meeting Minutes; December 13, 2022 (Regular) Meeting Minutes; December 28, 2022 (Special) Meeting Minutes**

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Tony Ponder spoke regarding County Governmental operations and public comment.
Glennis Ponder spoke regarding economic development and operations inside Madison County.
Robyn Lyles spoke regarding financial responsibility and accountability.

Counsel regarding public comment was provided by County Attorney Laws.
(Attachment 3.1)

Agenda Item 4: Keith Ray, Laurel Community Center

Mr. Ray presented information regarding the Laurel Community Center and answered questions from members of the Board. Information discussed included history of the organization, building repairs and renovations, facilities available, projected repair requests including roof replacement, programming, and funding.

The presentation was joined by Cheoah Landis with the Laurel Community Center who presented a power point presentation as well as answered questions from members of the Board and Barbara Zimmerman who also spoke on behalf of the organization.

Agenda Item 5: Caleb Dispenza, Emergency Services Director

Mr. Dizpenza presented and discussed the Motorola Communications Products Agreement for consideration of the Board and noted that the contract would facilitate the procurement of Motorola MCC 7500E dispatch consoles for the 9-1-1 call center with grant funding previously having been approved.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve. (Attachment 5.1)

Agenda Item 6: Kim Bellofatto, Library

a. Non-Residential Library Card Rate

Ms. Bellofatto presented and discussed the request for an adjustment to the current non-residential library card rate to assist with facilitating the cost of resources at the library. She noted that the new fee would increase from the currently assessed fee of ten dollars to the new fee of twenty dollars and would only be in effect for patrons residing outside of the County.

Upon motion by Commissioner Hensley and second by Chairman Wechtel, the Board voted unanimously to go up on the non-residential cards to twenty dollars.

b. Operational Hours Adjustment

Consideration for a change in operating hours for the Hot Springs Library was presented and discussed by Ms. Bellofatto who noted that if approved, the branch would close for lunch from 12:30 p.m. to 1:00 p.m. daily.

Discussion was had by the Board and counsel was provided by County Attorney Laws. Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel, the Board voted unanimously to approve the change in hours from the Library Director.

Agenda Item 7: Daniel Metcalf, Transportation and Operations Director

Mr. Metcalf presented the Title VI Nondiscrimination Policy Program Plan to the Board for consideration of approval with counsel being provided by County Attorney Laws regarding the plan.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve. Discussion was had by the Board, Mr. Metcalf, and County Attorney Laws. (Attachment 7.1)

Agenda Item 8: Rod Honeycutt, Interim County Manager

a. County Manager's Update

Item was not discussed.

b. Schools Surplus Property Resolution

Mr. Honeycutt presented on behalf of the school system, a surplus property resolution for consideration and discussed the intent on behalf of the school system to trade the currently owned parcel for a neighboring parcel if the offer is not approved by the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to reject. (Attachment 8.2)

c. Property Lease Consideration-Mosaic Management Consulting, Inc.

A proposed lease with Mosaic Management Consulting, Inc. for property located at 13 South Main Street in Marshall that would allow for additional space to house the District Attorney's Office was presented and discussed with the Board by Mr. Honeycutt. He noted that the lease would begin on January 15, 2023, and would occupy two rooms in the building.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve.

Discussion was had regarding recommendations of the Courthouse Committee and counsel was provided by County Attorney Laws regarding the contract. (Attachment 8.3)

d. 2023 Mowing Contract

Mr. Honeycutt discussed the County mowing contract and properties that were included in the 2022 contract. He noted that with the inclusion of additional properties, there would be an increase in the contract price for 2023 and that further information would be presented to the Board for additional consideration at a later date.

Counsel was provided by County Attorney Laws who noted that if the Board so chose, the existing contract could be approved and the contract could be amended if additional properties were added. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, with further discussion being had by the Board, the Board voted unanimously to approve.

e. County Owned Surplus Property

Bids for county owned surplus property were presented for consideration of the Board for parcel identification number 8890-06-0525 and parcel identification number 8769-09-8590.

Commissioner Hensley placed a motion on the floor to reject the bid. Discussion was had by the Board and clarification of bids was provided by Commissioner Wechtel who requested that the motion be amended to reject both offers with Commissioner Hensley amending the original motion. Upon second by Commissioner Briggs, the Board voted unanimously to approve.

Information regarding a previous bid in the amount of \$3,800.00 which was placed for parcel identification number 9706-65-7893 was presented to the Board with counsel being provided by County Attorney Laws regarding the balance of the bid never having been paid by the bidder.

Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, the Board voted unanimously to rescind the bid, keep the deposit, and repost the property.

f. County Board Appointments

Discussion was had regarding the Economic Development Board. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to reappoint Forrest Gilliam for the next three-year term. Further discussion was had by the Board.

Discussion was had regarding the Housing Authority Board and consideration of reappointment of Mitch Cline. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously that Mitch be reappointed.

Discussion was had regarding the Parks and Recreation Advisory Board. Chairman Wechtel placed a motion on the floor to fill the vacancy with Mitch Hampton and reappoint Eric Allen, Johnathan Wallin, Mack Boone, and Mark Snelson. Motion died for lack of a second and Chairman Wechtel rescinded his motion with further discussion being had by the Board. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to reappoint Johnathan Wallin. Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to reappoint Eric Allen. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously that we fill Mac Boone's position with Tiffani Ferguson. Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to reappoint Mark Snelson to the position that he currently has. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to appoint Mitch Hampton to the vacant seat for the Parks and Recreation Advisory Board.

Discussion was had regarding the Planning Board. Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel, the Board voted unanimously that Wesley Keith be appointed for the first position of vacancy for Marshall. Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board voted unanimously to appoint Clayton Honeycutt. Discussion was had regarding the Planning Board vacancy expiring December 2023. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to appoint Lee Wilde for that position. Further discussion was had by the Board.

Discussion was had regarding the Tourism Development Authority. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously that Jackie Ball be reappointed. Upon motion by Chairman Wechtel and second by Commissioner Briggs, the Board voted unanimously to reappoint Bill Ricker. Further discussion was had by the Board.

Discussion was had regarding the Watershed Review Board. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to reappoint Billy Anders. Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to approve the nomination of Clayton Willis.

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously that Kathy Price be reappointed to the Vaya Health County Commissioner Advisory Board as our representative.

Agenda Item 9: Litigation of Iva Frisby vs. Madison County, Personnel

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to enter into closed session for Iva Frisby vs. Madison County pursuant to N.C.G.S. 143-318.11 (a)(3) and personnel pursuant to N.C.G.S. 143-318.11 (a)(6) at 8:19 p.m.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to go back into open session at 9:52 p.m.

Agenda Item 10: Adjournment

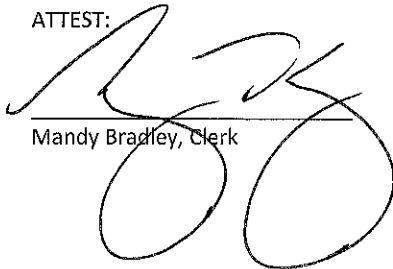
Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 9:54 p.m.

This the 10th day of January 2023.

MADISON COUNTY


Matt Wechtel, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
January 10, 2023

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Consent Agenda
 - a. Budget Amendment #7
 - b. Financial Report
 - c. Tax Refunds and Releases
 - d. Kania Law Firm Tax Foreclosure Update
 - e. Approval of December 5, 2022 (Special) Meeting Minutes; December 13, 2022 (Regular) Meeting Minutes; December 28, 2022 (Special) Meeting Minutes
3. Public Comment
4. Keith Ray, Laurel Community Center
Laurel Community Center Building
5. Caleb Dispenza, Emergency Services Director
Motorola Communications Products Agreement
6. Kim Bellofatto, Library Director
 - a. Non-Residential Library Card Rate
 - b. Operational Hours Adjustment
7. Daniel Metcalf, Transportation and Operations Director
Title VI Nondiscrimination Policy Program Plan
8. Rod Honeycutt, Interim County Manager
 - a. County Manager's Update
 - b. Schools Surplus Property Resolution
 - c. Property Lease Consideration-Mosaic Management Consulting, Inc.
 - d. 2023 Mowing Contract
 - e. County Owned Surplus Property
 - f. County Board Appointments
9. Litigation of Iva Frisby vs. Madison County, Personnel
10. Adjournment

**Madison County
Board of Commissioners**

**Budget Amendment #8
February 7, 2023**

Description	Line Item	Debit	Credit
Tax Collection			
2018 Ad Valorem Taxes	10.3100.2018		\$ 8,000.00
2019 Ad Valorem Taxes	10.3100.2019		\$ 10,000.00
Attorney/ Foreclosure Fee	10.3100.7000		\$ 65.00
Foreclosure Fees	10.4140.1995	\$ 65.00	
to adjust to actual			
Health Dept			
Medical Professional Services	10.5110.1930	\$ 16,500.00	
Medicare Adult Health	10.3513.3563		\$ 500.00
Medicare Immunization Ins.	10.3513.3564		\$ 3,000.00
Medicare Immunization	10.3513.3520		\$ 3,000.00
Communicable Disease	10.3513.3621		\$ 10,000.00
MHAT Grant	10.3513.7040		\$ 62,500.00
MHAT Grant Salaries	10.5215.1210	\$ 26,835.00	
MHAT Grant FICA	10.5215.1810	\$ 2,053.00	
MHAT Grant Retirement	10.5215.1820	\$ 3,266.00	
MHAT Grant Health Insurance	10.5215.1830	\$ 5,292.00	
MHAT Grant Unemployment	10.5215.1850	\$ 57.00	
MHAT Grant Workers Comp	10.5215.1860	\$ 269.00	
MHAT Grant Life Insurance	10.5215.1890	\$ 39.00	
MHAT Grant	10.5215.7040	\$ 24,689.00	
Record additional revenue for programs/ Grant at Health Department			
Maintenance			
Salaries	10.4261.1210		\$ 25,823.00
Fica	10.4261.1810		\$ 2,309.00
Retirement	10.4261.1820		\$ 3,142.00
Unemployment Insurance	10.4261.1850		\$ 1,565.00
Capital Maintenance	10.4261.5900		\$ 45,000.00
Professional Services	10.4261.1990	\$ 20,276.00	
Building Maintenance	10.4261.3510	\$ 73,267.00	
Heating Oil	10.4261.3320	\$ 2,000.00	
Motor Fuels	10.4261.2510	\$ 5,000.00	
Using lapsed salaries to increase funds for gas, operating, and service agreement			

Library

Friends of Library	10.3611.4420		\$	3,186.00
Capital Equipment	10.6110.5100	\$	2,686.00	
Books	10.6110.5610	\$	500.00	
Donations				

Transportation

Medicaid	10.3452.5310		\$	49,416.69
Tires and Tubes	10.4522.2520	\$	22,500.00	
Repairs & Maintenance Vehicle	10.4522.3530	\$	22,500.00	
Travel Subsistence	10.4522.3120	\$	2,416.69	
License, tags and fees	10.4522.2540	\$	2,000.00	
Received additional funds				

Sheriff's Office

Covid 19 Confinement Support	10.4310.4980	\$	76,352.27	
Covid 19 Confinement Support	10.3431.4980		\$	76,352.27
Outreach	10.3431.2900		\$	7,415.00
Outreach	10.4310.4800	\$	7,415.00	
Over time Salary	10.4310.1300		\$	3,221.54
Salaries	10.4310.1210	\$	3,221.54	
Moving from budgeted overtime to salary line, record grant funding				

Developmental Services

Cell Tower Fees	10.3435.4140		\$	4,040.00
Inspection Fees	10.3435.4100		\$	10,415.00
adjust to actual				

Parks and Recreation

NC Senior Games	10.3770.3370		\$	300.00
Wellness Center	10.6130.1995	\$	300.00	
Record revenue				

Governing Body

Surplus Property	10.3836.1800		\$	240.00
record forfeiture of bid deposit				

Courthouse Grant Project Ordinance

Interest	34.3831.4910		\$	3,199.52
Rent	34.5211.2711	\$	3,199.52	
Recording of interest				

Opioid Settlement Fund

Opioid Funds	37.3836.7000		\$	10,050.70
Professional Services	37.6500.1990	\$	10,050.70	
Recording additional funds (Mallinckrodt)				

Sales Tax

1/4 cent sales tax	10.3232.3115	\$52,432.71
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Education/Schools

1/4 cent sales tax	10.5911.7200	\$52,432.71
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Contingency

10.7000.0000	\$	9,991.00
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We are at 58.33% of the FY23 budget.

Bank balances at January 31, 2023 are as follows:

	Unrestricted	Restricted
General Fund	\$ 5,147,997.10	
Debt Service Fund	\$ 48,558.04	
Capital Outlay Fund	\$ 326,252.65	
Capital Management	\$ 18,080,365.97	
Occupancy Tax Fund		\$ 78,551.87
Revaluation Fund		\$ 824,405.29
Tourism Development		\$ 1,798,897.81
Automation Fund		\$ 153,704.75
Drug Seizure Fund		\$ 6,363.35
Inmate Trust Fund		\$ 27,915.13
Soil & Water Conservation		\$ 57,790.66
Opioid Settlement		\$ 198,527.07
Courthouse SCIF Grant GPO		\$ 3,795,758.87
Arpa Cash Management Fund		\$ 3,710,105.21
Total of All Accounts:	\$ 23,603,173.76	\$ 10,652,020.01

New Jail Loan	\$ -	(Due in February)
School Debt Service	\$ -	(Due in February)
40-42 Set Aside for Schools	\$ (1,305,509.10)	
Unspent Grant/Restricted Proceeds	\$ (767,625.28)	
Adoption Promotion Fund	\$ (102,844.87)	
Encumbered Amounts	\$ (3,068,368.50)	
911 Funds	\$ (508,923.78)	
Goldenleaf Funds	\$ (90,000.00)	
Arpa Funds	\$ (2,162,827.00)	
Total assigned and restricted Bank	\$ (8,006,098.53)	

	General	Landfill
Unassigned and Unrestricted total	\$ 4,945,055.22	\$ 896,047.26

SUMMARIES:

Percentage of budget at January 31, 2023 is:

All Funds:		YTD	
Revenues	\$ 3,308,130.90	\$	24,166,779.57
Expenditures	\$ 3,079,270.07	\$	16,185,781.64

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 12/21
Revenues to Date:	\$ 2,967,533.63	\$ 21,665,662.47		69.26	\$ 21,991,342.13
Expenditures to Date:	\$ 2,888,385.70	\$ 14,711,652.06	\$ 2,654,700.50	48.05	\$ 13,716,467.89
Gain/Loss to Date:	\$ 79,147.93	\$ 6,954,010.41			\$ 703,400.12

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 12/21
Revenues to Date:	\$ 338,311.99	\$ 2,432,613.11		96.36	\$ 2,356,543.59
Expenditures to Date:	\$ 188,599.09	\$ 1,371,380.35	\$ 413,668.00	54.32	\$ 1,159,989.95
Gain/Loss to Date:	\$ 149,712.90	\$ 1,061,232.76			

Contingency

911 Emergency Telephone Service	MTD	YTD		% OF BUDGET	Year to Date 12/21
Revenues	\$ 9,462.02	\$ 68,503.99		55.47	\$ 82,576.15
Expenditures	\$ 2,285.28	\$ 102,749.23		40.98	\$ 61,389.87
Gain/Loss	\$ 7,176.74	\$ (34,245.24)			\$ 21,186.28
Contingency	\$-				

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 12/21
Vehicle Tax	\$ 83,644.63	\$ 704,284.63	62.67	\$ 541,818.29
Overages/Underages				
Ad Valorem Tax Interest	\$ 23,038.38	\$ 168,894.95	112.60	\$ 107,005.40
Late Listing Fee	\$ 3,261.96	\$ 16,006.32	106.71	\$ 14,709.93
Legal Fees				
2011 Ad Valorem Tax		\$ 2,747.46	109.30	\$ 1,043.55
2012 Ad Valorem Tax	\$ 261.00	\$ 5,584.03	93.07	\$ 4,732.77
2013 Ad Valorem Tax	\$ 699.29	\$ 6,739.24	82.24	\$ 6,982.34
2014 Ad Valorem Tax	\$ 1,138.60	\$ 8,255.03	104.44	\$ 6,392.31
2015 Ad Valorem Tax	\$ 1,138.60	\$ 9,436.07	104.85	\$ 6,762.29
2016 Ad Valorem Tax	\$ 1,276.97	\$ 14,301.07	112.78	\$ 12,379.92
2017 Ad Valorem Tax	\$ 1,527.56	\$ 24,057.77	109.35	\$ 25,855.82
2018 Ad Valorem Tax	\$ 3,654.46	\$ 41,233.50	119.86	\$ 35,164.02
2019 Ad Valorem Tax	\$ 3,318.42	\$ 54,512.47	83.87	\$ 62,477.98
2020 Ad Valorem	\$ 6,496.87	\$ 77,408.36	77.41	\$ 164,112.59
2021 Ad Valorem	\$ 21,778.27	\$ 159,807.97	84.11	\$ 11,359,352.30
2022 Ad Valorem	\$ 1,484,635.82	\$ 11,651,810.76	93.62	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps	\$ 7.50	\$ 267.50		\$ 391.50
Tax Office Copies				
Returned Check	\$ 517.08	\$ 2,227.92		\$ 25.00
Refunds/Overpayment of Taxes		\$ 17,526.08		
Contra: Returned Check				
Sale of Foreclosed Property		\$ 2,777.00		
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 591,091.58	\$ 3,064,488.66	58.35	\$ 2,100,964.73
Gas Tax Refund/State	\$ 2,467.47	\$ 11,066.84	44.27	\$ 7,034.44
Payment In Lieu of Taxes		\$ 6,141.85	122.84	
Forest Service Timber Sales				
Clerk of Court	\$ 146.41	\$ 32,833.19	45.60	\$ 39,451.25
Board of Elections				
Register of Deeds	\$ 37,314.45	\$ 299,152.90	73.68	\$ 396,477.15
Sheriff's Department	\$ 226,703.90	\$ 1,064,872.59	54.98	\$ 770,811.52
Emergency Management		\$ 20,625.00	97.95	\$ 21,496.05
Inspections	\$ 15,538.04	\$ 208,686.95	111.07	\$ 155,491.68
Animal Control	\$ 380.00	\$ 6,366.33	34.41	\$ 25,096.00
Transportation	\$ 41,564.94	\$ 271,043.04	56.89	\$ 199,878.22
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJDP	\$ 9,235.00	\$ 347,056.32	34.27	\$ 231,650.00

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 12/21
Health Department	\$ 175,144.01	\$ 1,253,865.05	48.82	\$ 1,731,423.72
Medicaid Hold Harmless Tax		\$ 20,440.87		\$ 86,912.75
Social Services	\$ 66,536.20	\$ 957,131.40	37.68	\$ 1,052,793.42
AFDC				
Foster Care	\$ 45,291.07	\$ 136,175.71	19.66	\$ 208,313.04
Medicaid				\$ 370.00
Adoption		\$ 1,500.00	0.73	\$ 1,500.00
Child Support Enforcement	\$ 2,316.23	\$ 36,675.11	35.65	\$ 41,571.86
In Home Aides	\$ 4,910.39	\$ 22,298.42	28.96	\$ 29,540.55
Beech Glen Center	\$ 338.00	\$ 5,110.00	102.20	\$ 4,070.00
Nutrition	\$ 15,472.74	\$ 78,599.04	42.22	\$ 80,685.94
State Lottery Funds/Education				
Library	\$ 10,818.00	\$ 135,515.88	70.96	\$ 57,688.32
Parks & Recreation	\$ 4,400.00	\$ 6,250.00	51.82	\$ 64,831.00
Interest Earned	\$ 63,539.09	\$ 281,496.43	271.96	\$ 1,121.46
Rent of County Property	\$ 3,327.50	\$ 26,292.50	40.00	\$ 31,952.50
Finance/Other	\$ 6,794.51	\$ 14,732.76	73.66	\$ 15,194.54
Miscellaneous Income	\$ 240.00	\$ 72,565.24	103.75	\$ 2,185,991.93
Fund Transfer In				
Totals	\$ 2,967,533.63	\$ 21,665,662.47	69.26	\$ 21,991,342.13

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 12/21
Governing Body	\$ 5,090.84	\$ 82,352.23		37.80	\$ 63,083.62
Finance Office	\$ 67,951.08	\$ 374,453.57		45.98	\$ 301,724.14
Tax Collector	\$ 25,462.38	\$ 144,724.25		44.92	\$ 181,596.63
Tax Supervisor	\$ 15,573.10	\$ 107,766.09		41.53	\$ 131,209.28
Land Records	\$ 6,314.39	\$ 45,835.78		46.78	\$ 46,889.11
Professional Services		\$ 21,600.00		33.23	\$ 19,725.00
Court Facilities	\$ 262.50	\$ 6,329.90		16.20	\$ 15,494.47
Board of Elections	\$ 10,458.01	\$ 158,762.27		45.44	\$ 115,365.96
Register of Deeds	\$ 30,448.13	\$ 210,812.08	\$ 6,808.50	60.26	\$ 238,605.18
Register of Deeds- Automation		\$ 1,339.23	\$ 1,000.00	133.92	\$ 11,979.98
Custodial	\$ 5,476.36	\$ 47,659.57		50.91	\$ 40,843.60
Maintenance	\$ 27,903.48	\$ 353,739.49	\$ 22,376.00	31.26	\$ 217,906.98
Sheriff's Department	\$ 328,451.62	\$ 2,421,058.77	\$ 8,602.00	51.58	\$ 2,465,632.78
Emergency Management	\$ 6,887.35	\$ 67,069.45	\$ 1,127.00	44.58	\$ 71,582.49
911 Dispatchers	\$ 52,637.97	\$ 454,461.92	\$ 4,380.00	58.62	\$ 380,650.07
Fire Contract/Forest Service		\$ 23,016.24		21.82	\$ 19,104.66
Inspections	\$ 23,652.81	\$ 205,800.20		44.29	\$ 176,070.00
Economic Development	\$ 8,132.36	\$ 65,123.85		24.78	\$ 360,852.26
Medical Examiner	\$ 2,550.00	\$ 6,900.00		55.20	\$ 7,850.00
Ambulance Service Contract	\$ 142,916.67	\$ 1,000,416.70	\$ 715,000.00	58.08	\$ 1,000,416.70
Animal Control	\$ 16,546.54	\$ 164,299.18	\$ 36,176.00	41.70	\$ 163,650.52
Transportation - Admin	\$ 10,406.70	\$ 73,638.00		57.46	\$ 70,753.00

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 12/21
Transportation - Operating	\$ 43,033.71	\$ 265,507.24	\$ 1,466.00	52.96	\$ 232,259.89
Transportation - Capital Outlay		\$ 15,750.00	\$ 69,550.00	18.36	
Transportation - EDTAP		\$ 435.15		21.76	\$ 339.30
Planning & Development	\$ 97.80	\$ 79,397.90		28.11	\$ 74,867.00
Information Technology	\$ 19,010.03	\$ 169,428.16	\$ 1,100.00	57.86	\$ 139,968.60
Cooperative Extension	\$ 23,867.00	\$ 147,523.75		43.93	\$ 149,623.01
Soil & Water	\$ 8,116.77	\$ 73,998.87		42.96	\$ 77,071.84
Health Department	\$ 322,097.78	\$ 1,911,034.82	\$ 246,013.00	49.71	\$ 1,896,689.85
Drug Free Community	\$ 9,233.98	\$ 64,784.04	\$ 2,125.00	51.74	\$ 53,081.00
Management Admn.	\$ 65,071.00	\$ 218,326.69		24.51	\$ 212,297.81
Social Services	\$ 187,224.69	\$ 1,357,273.81		41.49	\$ 1,501,554.37
AFDC		\$ 1,143.79		14.30	\$ 612.27
Special Assistance	\$ 5,901.00	\$ 46,543.00		42.23	\$ 50,150.61
State Foster Care	\$ 17,840.45	\$ 79,438.18		11.35	\$ 107,561.79
Foster Care Program	\$ 9,388.00	\$ 67,732.24		16.52	\$ 149,630.91
Medical Assistance Program	\$ 20.00	\$ 20.00		4.00	
Adoption Assistance	\$ 13,188.88	\$ 107,732.44		38.69	\$ 65,523.22
Crisis Intervention	\$ 86,514.87	\$ 111,497.27		47.70	\$ 130,808.71
Child Support	\$ 6,916.33	\$ 48,637.25	\$ 16,400.00	35.97	\$ 57,139.29
In Home Aides	\$ 7,103.59	\$ 65,544.49		36.12	\$ 49,540.74
Nutrition	\$ 45,945.22	\$ 313,077.83		44.57	\$ 296,702.24
Education	\$ 1,204,916.65	\$ 3,418,891.23	\$ 1,464,060.00	6.00	\$ 2,638,725.00
A-B Technical College	\$ 9,542.00	\$ 66,794.00	\$ 38,168.00	58.34	\$ 66,794.00
Bank Charges	\$ 2,431.86	\$ 10,577.42		58.76	\$ 9,380.72
Library	\$ 49,000.80	\$ 358,143.47	\$ 20,349.00	50.13	\$ 307,344.77
Parks & Recreation	\$ 9,253.32	\$ 104,567.25		59.04	\$ 77,650.75
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 2,888,385.70	\$ 14,711,652.06	\$ 2,654,700.50	48.05	\$ 13,716,467.89

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET Year to Date 12/21		
Transfer From Fund Balance					
Landfill Miscellaneous Fees	\$ 19.00	\$ 19.00			
Returned Check Fees					
Surplus Property Proceeds					
State Tire Disposal Fee		\$ 9,550.45	49.00		
Local Tire Disposal Fee		\$ 10,158.00	56.43	\$ 8,868.02	
White Goods Tax		\$ 555.20	219.96	\$ 4,263.00	
Sale of White Goods	\$ 885.50	\$ 8,952.90	49.74	\$ 28,089.70	
Household Hazardous Waste		\$ 681.00	48.64		
Temporary Disposal Cards	\$ 9,005.90	\$ 39,891.25	124.66	\$ 36,017.82	
Duplicate Disposal Cards	\$ 965.00	\$ 21,966.23	78.45	\$ 86,935.35	
Landfill Disposal Cost Fees	\$ 11,733.95	\$ 86,126.89	68.90	\$ 100,741.91	
Landfill Sale of Recyclables	\$ 2,333.76	\$ 35,574.24	84.70	\$ 61,110.43	
Nuisance Tires					
Disposal Cards	\$ 308,892.95	\$ 2,189,860.20	99.35	\$ 1,989,572.31	
Construction Demolition	\$ 3,976.45	\$ 31,467.03	92.81	\$ 22,539.89	
Solid Waste Disposal Distribution		\$ 4,518.54	45.19		
Grant/State					
Electronics Management		\$ 643.00	9.34		
Electronics (County)					
Interest					
Totals	\$ 338,311.99	\$ 2,432,613.11	96.36	\$ 2,356,543.59	

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET Year to Date 12/21		
Landfill	\$ 166,343.71	\$ 1,220,731.19	\$ 402,507.00	54.94	\$ 1,030,258.81	
Recycling	\$ 20,162.16	\$ 134,456.18	\$ 1,347.00	49.83	\$ 110,850.46	
Scrap Tires	\$ 2,093.22	\$ 16,192.98	\$ 9,814.00	61.11	\$ 18,880.68	
White Goods						
Closure/Post Closure						
Totals	\$ 188,599.09	\$ 1,371,380.35	\$ 413,668.00	54.32	\$ 1,159,989.95	

TR-304 Bill Release Report NCPTS V4

Date run: 2/1/2023 9:09:36 AM
 Data as of: 1/31/2023 7:10:59 PM

Report Parameters:

Release Date Start: 1/1/2023 Release Date End: 1/31/2023
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000002363-2022-2022-0000-00-REG	BALL, MARK M & SHARON D	8/21/2022	Bldg correction	DIANA	1/3/2023	2,109.30	74.13	2,035.17
0000005421-2022-2022-0000-00-REG	HOLT, JIMMY N.	8/21/2022	Landfill error	DIANA	1/23/2023	961.41	180.00	781.41
0000007219-2022-2022-0000-00-REG	WEBB, JOHN RICHARD	8/21/2022	Billing Correction	DIANA	1/9/2023	219.29	4.29	215.00
0000007372-2022-2022-0000-00-REG	BLACK, KEVIN	8/21/2022	Landuse change	APRIL	1/3/2023	1,162.78	154.14	1,008.65
0000010050-2022-2022-0000-00-REG	RICE, RONNIE DALE	8/21/2022	Billing Correction	DIANA	1/9/2023	373.83	7.48	366.35
0000010563-2022-2022-0000-00-REG	NORTH END HOMES, LLC	8/21/2022	Billing Correction	DIANA	1/9/2023	3,485.23	68.31	3,416.92
0000010734-2022-2022-0000-00-REG	BECKER, WILLIAM A.	8/21/2022	Landfill error	DIANA	1/3/2023	1,216.62	180.00	1,036.62
0000011258-2022-2022-0000-00-REG	WEBB, JOHN RICHARD	8/21/2022	Billing Correction	DIANA	1/9/2023	114.62	2.24	112.38
0000012106-2022-2022-0000-00-REG	KELLEY, VICKI	8/21/2022	Landfill error	DIANA	1/3/2023	1,079.66	180.00	899.66
0000013020-2022-2022-0000-00-REG	KINCAID, LORI ELLEN	8/21/2022	Billing Correction	DIANA	1/9/2023	211.22	4.13	207.09
0000015151-2022-2022-0000-00-REG	WEBB, JOHN R.	8/21/2022	Billing Correction	DIANA	1/9/2023	78.33	1.53	76.80
0000016696-2022-2022-0000-00-REG	PROFFITT, GARY	8/21/2022	Sold/Traded	APRIL	1/5/2023	429.92	33.17	396.75
0000016738-2022-2022-0000-00-REG	FRENCH BROAD CONSTRUCTION	8/21/2022	Business closed	APRIL	1/26/2023	15.00	15.00	0.00
0000017750-2022-2022-0000-00-REG	THE NEAR WAY	8/21/2022	Business closed	DIANA	1/4/2023	65.37	65.37	0.00
0000018356-2022-2022-0000-00-REG	BLACK, KEVIN MICHAEL	8/21/2022	Landuse change	DIANA	1/3/2023	1,271.01	160.25	1,110.76
0000019809-2020-2020-0000-00-REG	BROADWAY PROPERTIES 2.0, LLC	9/21/2020	Landfill error	DIANA	1/9/2023	7,431.48	2,880.00	4,551.48
0000019810-2020-2020-0000-00-REG	BROADWAY PROPERTIES 2.0, LLC	9/21/2020	Landfill error	DIANA	1/9/2023	2,830.85	180.00	2,650.85
0000020380-2022-2022-0000-00-REG	BAILEY, CHRIS	8/21/2022	Landfill error	DIANA	1/3/2023	711.26	180.00	531.26
0000567895-2022-2022-0000-00-REG	WILLIS, OPHARD	8/21/2022	ASSESSED IN	APRIL	1/31/2023	10.62	10.62	0.00
0000568206-2022-2022-0000-00-REG	HENSLEY, LOU	8/21/2022	Landfill error	DIANA	1/17/2023	1,668.51	180.00	1,488.51
0000568881-2019-2019-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	8/28/2019	Not in County	APRIL	1/19/2023	35.20	35.20	0.00
0000568881-2020-2020-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	9/21/2020	Homestead	APRIL	1/11/2023	29.50	29.50	0.00

0000568881-2021-2021-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	9/15/2021	Homesite	APRIL	1/11/2023	32.45	32.45	0.00
0000568881-2022-2022-0000-00-REG	MARTIN, DIANA (AKA DIANA MOORE)	8/21/2022	Homesite	APRIL	1/11/2023	32.45	32.45	0.00
0000571475-2021-2021-0000-00-REG	ROBINSON, LARRY M	9/15/2021	Sold/Traded	MOLLY	1/17/2023	6.49	6.49	0.00
0000571475-2022-2022-0000-00-REG	ROBINSON, LARRY M	8/21/2022	Sold/Traded	MOLLY	1/17/2023	6.49	6.49	0.00
0000573477-2022-2022-0000-00-REG	RAMSEY, GARRETT H.	8/21/2022	Landfill error	DIANA	1/3/2023	1,084.81	180.00	904.81
0000573939-2022-2022-0000-00-REG	WOLF LAUREL PROPERTY OWNERS	8/21/2022	Landfill error	DIANA	1/9/2023	720.00	360.00	360.00
0000574364-2022-2022-0000-00-REG	SCHERMER, BRANDON A.	8/21/2022	Billing Correction	DIANA	1/9/2023	311.25	6.11	305.14
0000574365-2022-2022-0000-00-REG	SCHERMER, BRANDON A.	8/21/2022	Billing Correction	DIANA	1/9/2023	354.30	6.94	347.36
Subtotal						5,256.29		
Total						5,256.29		

Tax Year	Bill Number	Parcel #	Adjustment Reason	Refund Recipient Name	Refund Amount (\$)	MADISON Portion Refund (\$)	Special District Refund (\$)	Fire District	Fire Refund (\$)
MADISON Refunds									
2022	0000016696-2022-2022-0000-00		Sold/Traded	PROFFITT, GARY	38.93	38.93	0.00		0.00
2022	0000016696-2022-2022-0000-00		Sold/Traded	PROFFITT, GARY	7.01	0.00	0.00	EBBS CHAPEL FD	7.01
2022	0000571599-2022-2022-0000-00		Sold/Traded	THOMAS, EVARICK JACKSON	55.00	55.00	0.00		0.00
2022	0000571599-2022-2022-0000-00		Sold/Traded	THOMAS, EVARICK JACKSON	3.30	0.00	0.00	LAUREL FD	3.30
2021	0000567895-2021-2021-0000-00	16082	Assessed In Err	WILLIS, OPHARD	9.00	9.00	0.00		0.00
2021	0000567895-2021-2021-0000-00	16082	Assessed In Err	WILLIS, OPHARD	1.62	0.00	0.00	EBBS CHAPEL FD	1.62
2020	0000567895-2020-2020-0000-00	16082	Assessed In Err	WILLIS, OPHARD	9.00	9.00	0.00		0.00
2020	0000567895-2020-2020-0000-00	16082	Assessed In Err	WILLIS, OPHARD	1.62	0.00	0.00	EBBS CHAPEL FD	1.62
Subtotal					125.48	111.93	0.00		13.55

Authorization

_____ Date: _____

2/1/2023



Tax

Attachment 2.4

Diana Norton
Interim Tax Administrator

Date: February 1, 2023
To: Board of Commissioners
From (Department): Tax Department
Presenter: (Name): Diana Norton
Re: Kania Law Firm Update

Due to time there will not be an update this month. I will give a full report in March.

Attached Document:

Recommended Action: None



Madison County Commissioners Meeting

Public Comment

January 10, 2023

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

Name

Signature

1. Tony Ponder
2. Glennis Ponder
3. Robin Lyles - ROBIN LYLES
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

Anthony E. Ponder
Glennis Ponder
Robin Lyles

COMMUNICATION PRODUCTS AGREEMENT

Motorola Solutions, Inc. ("Motorola") and Madison County, North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

1.1 EXHIBITS. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola Proposal dated December 12, 2022
Exhibit C	"Payment Schedule" (if applicable)

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, supplier performance, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause).

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

"Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each purchase order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the purchase order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. In addition, this Agreement does not cover professional or subscription services. If Customer wishes to purchase maintenance or support, professional or subscription services, Motorola will provide a separate proposal and terms and conditions upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement that is attached as Exhibit A.

Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the statement of work attached as Exhibit B will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds for payments under this Agreement.

5.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$467,637.94. As set forth in Exhibit C, the Payment Schedule, Motorola will submit invoices to Customer for Products when they are shipped and for services when they are performed. Invoices will be mailed or emailed to Customer pursuant to Section 5.4, Invoicing and Shipping Addresses. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices. Motorola has priced the Services, Software, and Equipment as an integrated

System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following name: _____
address: _____
phone: _____

E-INVOICE. To receive invoices via email:
Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known): _____.

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If

Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

9.1 Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then pursue its judicial remedies in Duval County, North Carolina.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 12 INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by

Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

14.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, de-compile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

15.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products or services. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products or services before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.9. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

15.15. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature,

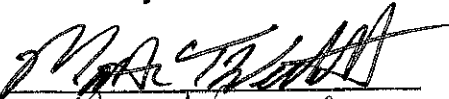
including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Madison County

By: _____

By:  _____

Name: _____

Name: Matt Wechtel

Title: _____

Title: Chairman, Board of Commissioners

Date: _____

Date: January 10, 2023

EXHIBIT A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Madison County, North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement,

merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than GPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an

enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of Inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola Proposal dated December 12, 2022, fully incorporated herein

Exhibit C

Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1) 25% of Contract Value upon completion of Customer Design Review;
- 2) 60% of Contract Value upon Shipment of Equipment;
- 3) 10% of Contract Value upon Installation of Equipment; and
- 4) 5% of Contract Value upon System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan. For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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

CONTRACTOR: Motorola Solutions, Inc.

COUNTY DEPARTMENT: Emergency Services

SUBJECT OF CONTRACT: MCC7500E Console System

DATE/TERM OF CONTRACT: _____

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

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

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

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

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

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

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractor's liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: Kristin Donovan

Title: Area Sales Manager - NC
Motorola Solutions, Inc

For MADISON COUNTY: ROD HONEYCUTT

Title: COUNTY MANAGER

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

By: Kawthorad
Madison County Finance Officer

Board Chair

1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, religion, and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

MCTA is a recipient of Federal financial assistance from the North Carolina Department of Transportation (NCDOT) and the United States Department of Transportation (USDOT), receiving Federal Transit Administration (FTA) funds through the NCDOT. As the primary recipient of USDOT funds in North Carolina, the NCDOT's comprehensive Title VI Nondiscrimination Program includes compliance oversight and technical assistance responsibilities towards its subrecipients and those subrecipients must use federal and state funds in a nondiscriminatory manner.

MCTA establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined under Group 01.D, "Nondiscrimination Assurance," of the FTA Certifications and Assurances. This document details the nondiscrimination program, policies, and practices administered by this organization, and will be updated periodically to incorporate changes and additional responsibilities as they are made.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

2.1 PROGRAM(S) AND SERVICES ADMINISTERED

MCTA provides public transportation options to its customers within Madison County, North Carolina. MCTA operates M-F from 8.00-4:30 a demand response service. Those who are Veterans, over the age of 60years and attendants are invited to ride for free. Those under 60 years of age have fares accordingly: Madison County- \$2.50 one way, \$5.00 round trip, Weaverville- \$3.00 one way, \$6.00 round trip, Asheville-\$6.00 one way and \$12.00 round trip. You must register with MCTA and then schedule at least 48 hours in advance for transport. We provide NEMT transport, to those who qualify through the local DSS Medicaid program.

MCTA is under the direction of Madison County Government and Madison County Board of Commissioners. The Department of Community Services is the direct supervision provider with the Transportation Advisory Board. MCTA has one (1) Transportation Director, one (1) Administrative Assistant/Dispatcher/Scheduler, one (1) fiscal manager, five (5) full time drivers, four (4) part time drivers.

2.2 FUNDING SOURCES / TABLES

For the purpose of federally-assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is

- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

2.5 CHANGE OF TITLE VI COORDINATOR AND/OR MADISON COUNTY MANAGER

If Title VI Coordinator or Madison County Manager changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement and assurance will be signed by the new County Manager.

2.6 ORGANIZATIONAL CHART

An organizational chart showing the Title VI Coordinator's place within the organization is located in **Appendix B**.

2.7 SUB-RECIPIENTS

Madison County Transportation Authority does not have pass through funds to any other organizations and, therefore, does not have any sub-recipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of MCTA, as a federal-aid recipient, to ensure that no person shall, on the ground of race, color, national origin, sex, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Daniel Metcalf, MCTA Transportation Director
Title VI Coordinator

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The 1987 Civil Rights Restoration Act (P.L. 100-239) clarified and restored the original intent of Title VI by expanding the definition of "programs and activities" to include all programs and activities of federal-aid recipients (such as, MCTA), sub-recipients, and contractors, whether such programs and activities are federally-assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, "Nondiscrimination in Federally-assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act"; 49 U.S.C. 5332, "Nondiscrimination (Public Transportation)"; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, "Actions to Address Environmental Justice in Minority Populations and Low-Income Populations"; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d; or any other PTD requirements.

Implementation

- This statement will be signed by the Transportation Director of Madison County Transportation Authority, and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist's desk, in meeting rooms, inside vehicles, and disseminated within brochures and other written materials.
- The core of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

- ✓ Madison County Transportation Authority operates its programs and services without regard to race, color, national origin, sex, religion, age, and disability in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with MCTA's Director, and the MCTA Transportation Advisory Board.
- ✓ For more information on MCTA's civil rights program, and the procedures to file a complaint, contact 828-649-2219; email dmetcalf@madisoncountync.gov; or visit our administrative office at 387 Long Branch Road, Marshall, NC 28753. For more information, visit www.madisoncountync.org.
- ✓ If information is needed in another language, contact Rebekah Sharp 828-575-7904 or 828 329-0675.
- ✓ A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Equal Opportunity and Workforce Services, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- ✓ A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- Ads in newspapers and other publications shall include the first three (3) bullets.
- The statement will be posted or provided in languages other than English, when appropriate.

reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and

5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5310 (Transportation for Elderly Persons and Persons with Disabilities)	X	<input type="checkbox"/>	Senior Center Transport, shopping, medical appointments
5311 (Formula Grants for Other than Urbanized Areas)	X	X <input type="checkbox"/>	\$130,000 Administrative Budget: Annually

2.3 DECISION-MAKING PROCESS

The Madison County Board of Commissioners and the County Manager make direct monetary, hiring and policy approval decisions. These are voted on, placed in BOC minutes and signed by the BOC, Chairperson.

The Madison County Transportation Authority's Transportation Advisory Board works with recommendations and approves policy changes for the BOC approval.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	X <input type="checkbox"/>	<input type="checkbox"/>	12
Board of Commissioners	<input type="checkbox"/>	X <input type="checkbox"/>	5
County Manager	X <input type="checkbox"/>	<input type="checkbox"/>	1

2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for MCTA, and is empowered with sufficient authority and responsibility to implement the Title VI Nondiscrimination Program:

Daniel Metcalf
 Transportation Director, MCTA
 Title VI Coordinator
 387 Long Branch Road, Marshall, NC 28753
 828-649-2219
 dmetcalf@madisoncountync.gov

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Making sure internal staff and officials are familiarized and complying with their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.

Madison County Transportation Authority (MCTA)
DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, religion, sex, age, national origin, or disability may file a written complaint with MCTA, within 180 days after the discrimination occurred.			
Last Name:		First Name:	
		<input type="checkbox"/> Male <input type="checkbox"/> Female	
Mailing Address:		City	State
			Zip
Home Telephone:	Work Telephone:	E-mail Address	
Identify the Category of Discrimination:			
<input type="checkbox"/> RACE	<input type="checkbox"/> COLOR	<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> AGE
<input type="checkbox"/> RELIGION	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> SEX	
<i>*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.</i>			
Identify the Race of the Complainant			
<input type="checkbox"/> Black	<input type="checkbox"/> White	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian American
<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Other _____
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination			
Names of individuals responsible for the discriminatory action(s)			
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).			
The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.			
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).			
<u>Name</u>	<u>Address</u>	<u>Telephone</u>	
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- NC Department of Transportation _____
- Federal Transit Administration _____
- Federal Highway Administration _____
- US Department of Transportation _____
- Federal or State Court _____
- Other _____

Have you discussed the complaint with any MCTA representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

Madison County Transportation Authority
337 Long Branch Road
Marshall, NC 28753
828-649-2219

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: NCDOT FTA Date Referred: _____

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to the nondiscriminatory administration of our programs and services. As with the implementation of our programs in general, organization-wide compliance is required. Thus, employees and staff will periodically be reminded of our Title VI nondiscrimination obligations through staff training and use of the Annual Education and Acknowledgment Form below. The Title VI Coordinator will periodically assess program operations to ensure that this policy is being followed. A single copy of the form is located in Appendix...

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

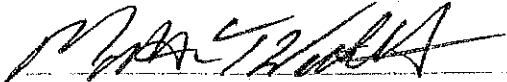
No person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of MCTA are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Daniel Metcalf at 828-649-2219, dheinmuller@madisoncountync.gov or at 387 Long Branch Road, Marshall, NC 28753.

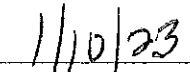
In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of MCTA's Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of MCTA's programs, policies, services and activities on the basis of race, color, national origin, sex, age, or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.



Signature



Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

MCTA ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. MCTA and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-

discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP) To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

Implementation

- The nondiscrimination language above (with initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (without initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The MCTA, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields, and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures describe the process used by MCTA to process and investigate complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to programs, services, and activities carried out by MCTA.

Complaints will be investigated by the appropriate authority. Upon completion of every investigation, MCTA will inform the complainant of all avenues of appeal. MCTA will make every effort to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and MCTA staff may be utilized for resolution.

FILING OF COMPLAINTS

1. **Applicability** -- The complaint procedures apply to the beneficiaries of MCTA programs, activities, and services, such as the members of the public and any consultants/contractors hired by MCTA.
2. **Eligibility** -- Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, or disability, may file a written complaint with MCTA. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** -- A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Complaints may be submitted to the following entities:
 - **Madison County Transportation Authority**, 387 Long Branch Road, Marshall, NC
 - **North Carolina Department of Transportation**, Office of Equal Opportunity and Workforce Services, External Civil Rights Section, 1511 Mall Service Center, Raleigh, NC 27699-1511; 919-506-1830 or toll free 800-522-0453
 - **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor
- TOR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** -- Complaints shall be in writing and signed by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. **Discrimination Complaint Form** -- The Discrimination Complaint Form is consistent with the Nondiscrimination Assurance in Group 01.D of the FTA Certifications & Assurances.
6. **Complaint Basis** -- Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FTA	
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B	
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	Title IX of the Education Amendments of 1972	
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

Complaint Processing

1. When a complaint is received by MCTA, a written acknowledgment and a Consent Release form will be mailed to the complainant within ten (10) business days by registered mail.
2. MCTA cannot investigate Title VI complaints filed against itself, but can investigate ADA complaints against itself. MCTA will consult with the NCDOT External Civil Rights Section to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT has jurisdiction, the External Civil Rights Section will be responsible for the remainder of this process. MCTA will record the transfer of responsibility in its complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, MCTA will notify the complainant and respondent of whether the complaint has sufficient merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of MCTA's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received by MCTA, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a Case Number. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The Log Years of seven since the last submittal will be entered (e.g., 2012-2015, 2014-2015, FFY 2015, or 2015) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting no complaints, check the No Complaints or Lawsuits box and sign the log.

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE/GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or no complaints or lawsuits alleging discrimination, have been filed with or against Madison County Transportation Authority since the previous Title VI Program submission to NCDOT.

Mark S. ...
 Signature of Title VI Coordinator or Other Authorized Official

Matt Weindel BOC Chair
 Print Name and Title of Authorized Official

1/10/23
 Date

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be Interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – Complainant allege that there are only six African American contractors participating in the highway construction industry in the State and their contract awards are very small.
 - i. Documents needed; documents which show all DBE firms which currently have contracts and must include the following 1) name and race of DBE firm; 2) Date of initial certification into the DBE program; 3) type of business; 4) contracts awarded anytime during the period to the present; 5) dollar value of contract.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

Investigative Report

- I. **COMPLAINANT(S) NAME** (or attorney for the complainant(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999
- II. **RESPONDENT(S)** (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999
- III. **APPLICABLE LAW/REGULATION**
[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); 49 CFR §21.11; 49 CFR §26.53]
- IV. **COMPLAINT BASIS/(ES)**
[For example, Race, Color, National Origin, Religion, Sex, Age, Disability]
- V. **ISSUES/ALLEGATIONS**
[Describe in logical sequence, each allegation including the prohibited basis for the alleged discriminatory conduct, (e.g., race, color, religion, sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true]

Issue #1 – Complainant alleges that transit system failed to inform minority communities of rate increases.
Issue #2 – Complainant alleges that transit system has not sufficiently publicized or held public meetings to share information regarding fare increases and route changes that impacts low-income and minority citizens.
- VI. **BACKGROUND**
[Provide detailed information regarding the complaint, including a historical overview of the case, including any activities or actions taken prior to accepting the complaint for investigation.]
- VII. **INVESTIGATIVE PROCEDURE**
[Describe in detail, methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses' names and addresses, documents received and/or reviewed, emails sent and received.]
- VIII. **ISSUES / FINDINGS OF FACT**
[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]
- IX. **CONCLUSION**
[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. Test conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]
- X. **RECOMMENDED ACTIONS**
[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, MCTA will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section is intended as a compilation of relevant population characteristics from our overall service area. This data will provide context to the Title VI Nondiscrimination Program and be used to ensure nondiscrimination and improve public outreach initiatives and delivery of ongoing programs.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table B01001A-G, Bo3001, Race and Hispanic or Latino Origin: 2020:

Race and Ethnicity	Number	Percent
Total Population	21193	100
White	19957	91.4
Black or African American	320	1.0
American Indian or Alaska Native	75	0.3
Asian	72	0.4
Native Hawaiian and Other Pacific Islander	0	0.0
Some other Race	211	1.5
Two or More Races	639	4.9
HISPANIC OR LATINO (of any race)	748	3.5
Mexican	380	
Puerto Rican	16	
Cuban	78	
Other Hispanic or Latino	28	

8.2 AGE & SEX

The following table was completed using data from Census Table B01001, Age Groups and Sex: 2010:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	21608	10619	10989	100%	49.3	50.8
Under 5 years	983	468	515	4.5	4.4	4.7
Under 18 years	3861	1939	1922	17.9	18.3	17.5
18 to 64 years	12202	6478	6442	56.4	61	58.6
65 years and over	4817	2202	2625	22.2	20.7	23.8
Median Age	44.6	42.2	45.9			

Federal-aid recipients are required to know the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. This can be accomplished through maps that overlay boundaries and demographic features on specific communities.

8.3 DISABILITY

The following table was completed using data from Census Table B18101 2020, Disability Characteristics:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	21370	+/-103	3733	+/-302	17.5%	+/-2.1
Population under 5 years	983	+/-28	0	+/-28	0%	+/-4.0
Population 5 to 17 years	2867	+/-114	137	+/-90	4.8%	+/-3.2
Population 18 to 64 years	12872		1902		8.9%	
Population 65 years and over	4648		1694		39%	
SEX						
Male	10531	+/-128	1761	+/-298	16.7%	+/-2.8
Female	10839	+/-134	1972	+/-292	18.2%	+/-2.7
RACE AND HISPANIC OR LATINO ORIGIN						
White	20301	+/-148	3640	+/-453	17.9%	+/-2.2
Black or African American	290	+/-81	29	+/-31	10.0%	+/-10.3
American Indian and Alaska Native	72	+/-39	0	+/-25	0%	+/-38.8
Asian	108	+/-36	3	+/-9	2.8%	+/-9.8
Native American and Other Pacific Islander	0	+/-25	0	+/-25	-	**
Some other Race	93	+/-86	8	+/-12	8.6%	+/-11.0
Two or more races	508	+/-128	53	+/-39	10.4%	+/-7.4
Hispanic or Latino	531	+/-5	68	+/-38	12.8%	+/-7.2

8.4 POVERTY

The following table was completed using data from Census Table S1701, Poverty Status in the Past 12 Months:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	20593	+/-187	2942	+/-574	16.6%	+/-3.0
AGE						
Under 18	3761	+/-117	528	+/-206	22.4%	+/-7.4
18 to 64	12184	+/-171	1951	+/-488	16.8%	+/-3.2
65 years and over	4648	+/-84	463	+/-117	10.7%	+/-2.9
SEX						
Male	9947	+/-169	1357	+/-326	14.7%	+/-3.1
Female	10646	+/-138	1585	+/-347	18.4%	+/-3.5
RACE AND HISPANIC OR LATINO ORIGIN						
White	19773	+/-189	2803	+/-877	16.3%	+/-3.1
Black or African American	101	+/-65	38	+/-37	36.7%	+/-34.6
American Indian and Alaska Native	57	+/-34	18	+/-27	0%	+/-49.4
Asian	84	+/-39	4	+/-11	24.2%	+/-31.4
Native American and Other Pacific Islander	0	+/-25	0	+/-	-	**
Some other Race	80	+/-81	42	+/-58	78.4%	+/-31.8
Two or more races	498	+/-131	30	+/-42	22.2%	+/-28.1
Hispanic or Latino	490	+/-41	19	+/-23	26.2%	+/-20.3
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	1,207					
125 percent of poverty level	4,118					
150 percent of poverty level	5,136					
185 percent of poverty level	6,668					
200 percent of poverty level	7,098					

8.5 HOUSEHOLD INCOME

The following table was completed using data from Census 2020, Income in the Past 12 Months (In 2013 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	8373	+/-278
Less than \$10,000	8.3%	+/-2.2
\$10,000 to \$14,999	6.2%	+/-1.8
\$15,000 to \$24,999	13.5%	+/-2.8
\$25,000 to \$34,999	10.8%	+/-2.3
\$35,000 to \$49,999	14.0%	+/-2.8
\$50,000 to \$74,999	16.0%	+/-1.9
\$75,000 to \$99,999	11.8%	+/-2.3
\$100,000 to \$149,999	10.7%	+/-2.2
\$150,000 to \$199,999	5.4%	+/-1.7
\$200,000 or more	3.2%	+/-1.2
Median income (dollars)	46190	+/-4613
Mean income (dollars)	65615	+/-5754

8.6 LIMITED ENGLISH PROFICIENCY POPULATIONS

1. See appendix D

8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in

disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

10 PUBLIC INVOLVEMENT :

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making in Madison County. Recipients engaged in planning and other decision-making activities must have a documented public participation process that provides adequate notice of public participation activities, and early and continuous opportunities for public review and comment at key decision points. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

This **Public Participation Plan** describes how Madison County Transportation Authority will disseminate vital agency information and engage the public by seeking out and considering the needs and input of interested parties and those traditionally underserved by existing transportation systems, such as minority and limited English proficient persons, who may face challenges accessing programs and other services. General public involvement practices will include:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities
- Employing different meeting sizes and formats.
- Coordinating with community- and faith-based organizations, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include openly stating our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and sub-recipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific "attention-grabbing" reasons to attend will be used, such as "Help us figure out how to relieve congestion on [corridor name]" or "How much should it cost to ride the bus? Let us know on [date]."
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

- "Public meeting" refers to any meeting open to the public, such as hearings, open house and board meetings.
- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner's request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group's choosing.
- Share facilitation duties or relinquish them to members of the target group
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons refers to persons for whom English is not their primary language who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

In an effort to comply with DOT's LEP policy guidance and Executive Order 13166, this section of our public participation plan outlines the steps we will take to ensure meaningful access to all benefits, services, information, and other important portions of our programs and activities by individuals who are limited-English proficient. Accordingly, a four factor analysis was conducted to determine the specific language services appropriate to provide, and to whom, to inform language assistance planning and determine if our communication with LEP persons is effective.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.*

See Attachment:

With a 1% estimate of LEP persons eligible to be served or likely to be encountered by MCTA we have found it works best to have a number for a Spanish speaking interpreter available for those persons.

Factor #2: *The frequency with which LEP individuals come in contact with the program.*

MCTA has had two identified LEP persons who use the public transportation program. Both had the medical doctor write out their appointments to give to the driver. If they choose to attend non-medical appointments they have English speaking relatives contact MCTA.

Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.*

MCTA has found that the importance of transportation is proportional to the number of LEP persons in Madison County. More outreach can occur through churches, doctors offices, and local Hispanic restaurant. Rides to medical appointments is the only service that is utilized currently.

Factor #4: *The resources available to the recipient and costs.*

Currently MCTA provides a brochure in Spanish to Madison County persons. We have not found much of an LEP community, though we will continue to be welcoming and available. The monetary resources are no different from our English based advertising. We work with a LARC for Madison County to offer interpreters and suggestions.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (LAP) was not required. However, reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Utilizing or hiring staff who speak a language other than English and can provide competent language assistance.
Note: We will not ask community-based organizations to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethics concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we cannot object. That is their right.

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with language access resource contacts (LARCs).

Staff Support for Language Assistance

- Agency staff (including call center staff) will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer and any outside consultant contracted to provide language services. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with a flashcard and let them choose the language. Do not assume you know their

preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.

- Training: All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project being planned or scheduled outreach event limited to a specific geographical area delineated for that activity (i.e., the project study area or outreach area, respectively).

Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus assistance techniques may be refined at any time. This LAP will be periodically reviewed to determine if our language assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

APPENDIX B DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members. A single copy of the "Demographic Request" form is located in Appendix....:

MCTA is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p>Race/Ethnicity:</p> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	<p>National Origin: (if born outside the U.S.)</p> <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> South American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
<p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female</p>	<p>Age:</p> <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
<p>Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>I choose not to provide any of the information requested above: <input type="checkbox"/></p>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Madison County Transportation Authority at 828-649-2219 or by email at dmetcalf@madisoncountync.gov.

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to triennial Title VI compliance reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects "*I choose not to provide any of the information requested above,*" they will have also **completed** the form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table in Appendix....
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Rod Honeycutt	County Manager	County Manager	Y
Connie Harris	Director, DSS	NEMT	Y
Tammy Cody	Director, Health Dept.	Elder medical care	N

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact anyone listed above must request that information from the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format will be used to report all outreach efforts made since our last NCDOT Title VI Compliance Review. All meetings and disseminations of information shall enable collection of information for the table below:

Event Date	Event Time	Event Purpose	Target Audience	Information Disseminated
MCTA brochures	ongoing	Explain services offered	Madison County residents	Information about MCTA's services, who is eligible, how to arrange rides, etc.
County website	ongoing	Explain services offered	Madison County residents	Information about MCTA's services, who is eligible, how to arrange rides, etc.
WHBK Radio	Ongoing Daily	Information on MCTA's services	Madison County residents	Information about MCTA's services, who is eligible, how to arrange rides, etc.

11 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on the application of Title VI in their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings will remain on file for at least three years (and in personnel files), and will include agendas, sign-in sheets, copies of calendars, and any certificates issued.

12 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Refer to Appendix... for member names and full demographics for each committee.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Service Area Population								
Transit Advisory Board	55	45	100	0	0	0	0	0

Strategies for Representative Committees

We will seek minority participation and strive for committees that are representative of our constituencies by:

- Openly asking public and small group meeting participants if they would be interested in serving on a committee.
- Seeking referrals from local organizations and key community contacts that serve or represent minorities.
- Exploring different types of committees, such as ad hoc minority- or youth-only Citizen Advisory Committees.
- Outreach efforts and responses (or lack thereof from those asked to serve or refer others) will be documented.

13 RECORD-KEEPING AND REPORTS: Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. As a sub-recipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, the next of which is due in 2026. Reports on Title VI-related activities and progress to address findings identified in civil rights compliance reviews and assessments may also be submitted on an as-requested basis. It will occasionally be necessary to update this program plan and its component parts (e.g., complaints, Public Involvement, and LEP), applicable documents, and responsible officials. Updates will be submitted to NCDOT for review and approval.

In addition to other items throughout this plan, records and reports due at the time of compliance reviews or investigations will include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

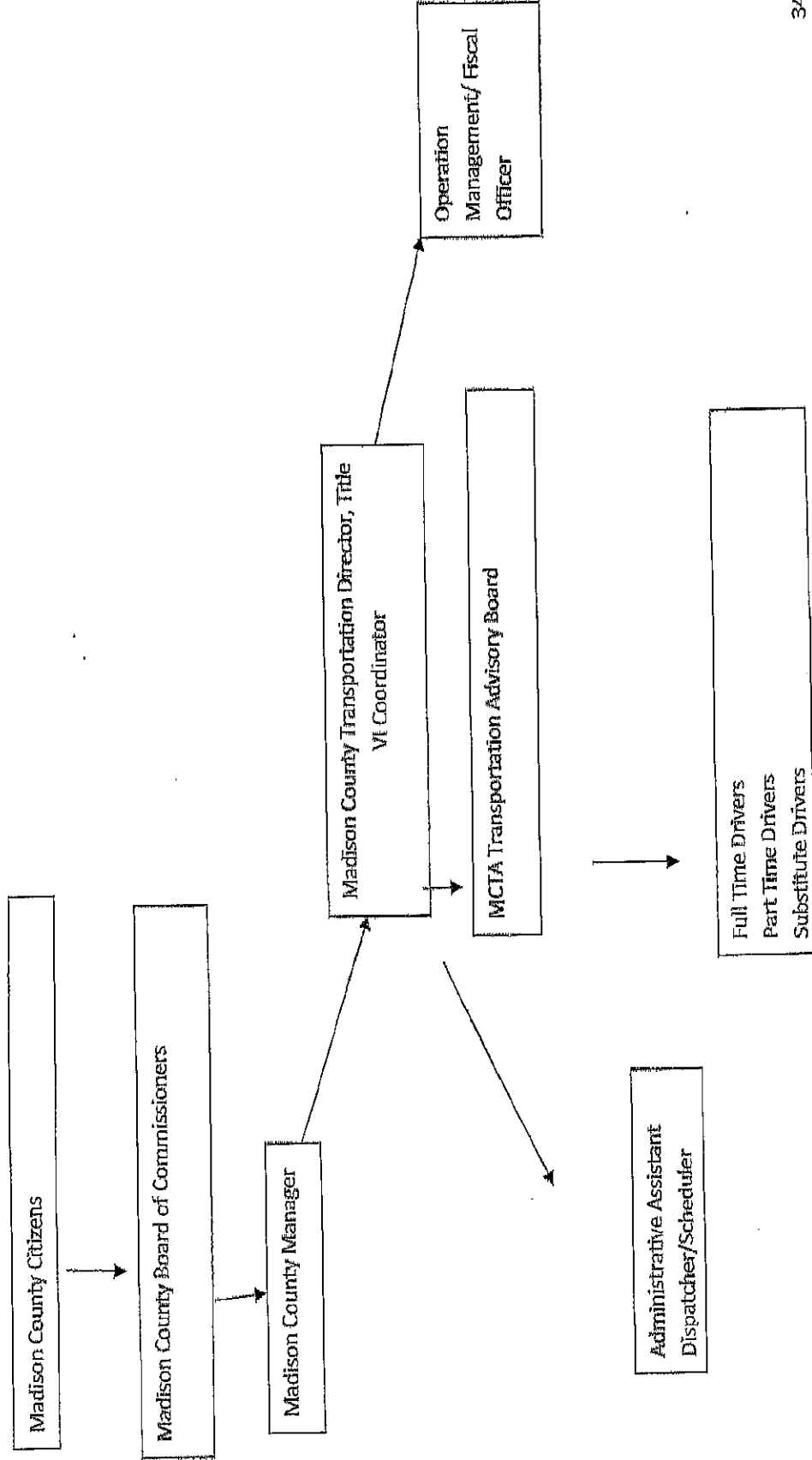
Appendix A Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

Appendix B
Organizational Chart

Organizational Structure
Madison County Transportation Authority 2023



Appendix C
 NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)

Requirement: FTA C 4702.1B Title VI Requirements and Guidelines for FTA Recipients, Chapter III General Requirements and Guidelines.

Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.

Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement (<i>signed</i>)	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Amy Barcomb, Title VI Coordinator	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions <i>reviewed and approved</i> the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients X <input type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed X <input type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities ➤ No Construction Projects X <input type="checkbox"/> ➤	<input type="checkbox"/>
16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. Year/Agency:	<input type="checkbox"/>

II. Transit Providers

Requirement: FFA C 4702.1B, Chapter II: Requirements and Guidelines for Fixed Route Transit Providers

Note: All NCDOT subrecipients that provide fixed route public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.

➤ **Not Applicable** (Check this box if you do not provide fixed route services, and skip questions 17 and 18. This section does not apply to you if you only provide demand response services.)

Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
<p>17. Service standards (quantitative measures) developed for <i>each specific fixed route mode</i> that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:</p> <ul style="list-style-type: none"> • Vehicle load for each mode (<i>Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.</i>) <input type="checkbox"/> • Vehicle headway for each mode (<i>Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).</i>) <input type="checkbox"/> • On time performance for each mode (<i>Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be "on time." Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.</i>) <input type="checkbox"/> • Service availability for each mode (<i>Refers to a general measure of the distribution of routes within a transit provider's service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.</i>) <input type="checkbox"/> 	
<p>18. Service policies (system-wide policies) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:</p> <ul style="list-style-type: none"> • Transit amenities for each mode (<i>e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. NOTE: Attach this information <u>only</u> if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.</i>) <input type="checkbox"/> • Vehicle assignment for each mode (<i>Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.</i>) <input type="checkbox"/> 	

APENDIX D		LANGUAGE SPOKEN AT HOME		United States [®] Census Bureau	
Note: The table shown may have been modified by user selections. Some information may be missing.					
DATA NOTES					
TABLE ID:	S1601				
SURVEY/PROGRAM:	American Community Survey				
VINTAGE:	2021				
DATASET:	ACSST5Y2021				
PRODUCT:	ACS 5-Year Estimates Subject Tables				
UNIVERSE:	None				
FTP URL:	None				
API URL:	https://api.census.gov/data/2021/acs/acs5/subject				
USER SELECTIONS					
TABLES:	S1601				
GEOS:	Madison County, North Carolina				
EXCLUDED COLUMNS					
None					
APPLIED FILTERS					
None					
APPLIED SORTS					
None					
PIVOT & GROUPING					
PIVOT COLUMNS:	None				
PIVOT MODE:	Off				
ROW GROUPS:	None				
VALUE COLUMNS:	None				
WEB ADDRESS					
https://data.census.gov/table?q=S1601&g=0500000US37145&tid=ACSST5Y2021.S1601					
TABLE NOTES					
Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.					
Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.					
Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.					
Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates					
Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented.					
The 2017-2021 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the respective entities.					
Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.					

	<p>Explanation of Symbols:- The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself. N The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area. (X) The estimate or margin of error is not applicable or not available. median- The median falls in the lowest interval of an open-ended distribution (for example "2,500-") median+ The median falls in the highest interval of an open-ended distribution (for example "250,000+"). ** The margin of error could not be computed because there were an insufficient number of sample observations. *** The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution. **** A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.</p>
<p>COLUMN NOTES</p>	<p>None</p>

TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
MADISON COUNTY TRANSPORTATION AUTHORITY (MCTA)

In accordance with DOT Order 1050.2A, the Madison County Transportation Authority (MCTA) assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of race, color, national origin, sex, religion, age, or disability, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by MCTA.

Further, MCTA hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Madison County Transportation Authority Director of MCTA and the Madison County Manager.
2. Issue a policy statement, signed by the MCTA Director, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public, and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of the MCTA Director.
3. Insert the clauses of the contract language from Section B.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other financial assistance under all programs and activities and is binding.

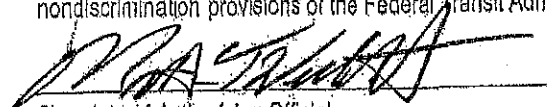
 Authorized Signature

1/10/23
 Date

 Printed Name and Title

PLAN REVIEW AND APPROVAL

On behalf of the Madison County Board of Commissioners for Madison County Transportation Authority (MCTA), I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Madison County Board of Commissioners, have reviewed and hereby adopt this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any MCTA transportation services and activities on the basis of race, color, national origin, sex, age, religion, or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.



Signature of Authorizing Official

11/10/23

DATE

Table: ACSST5Y2021_S1601

		Madison County, North Carolina			
		Total		Percent	
Label	Estimate	Margin of Error	Estimate	Margin of Error	
Population 5 years and over	20,300	±34	(X)	(X)	
Speak only English	19,930	±160	98.2%	±0.7	
Speak a language other than English	370	±150	1.8%	±0.7	
SPEAK A LANGUAGE OTHER THAN ENGLISH					
Spanish	196	±99	1.0%	±0.5	
5 to 17 years old	15	±28	0.1%	±0.1	
18 to 64 years old	142	±77	0.7%	±0.4	
65 years old and over	39	±32	0.2%	±0.2	
Other Indo-European languages	133	±82	0.7%	±0.4	
5 to 17 years old	0	±25	0.0%	±0.2	
18 to 64 years old	76	±71	0.4%	±0.4	
65 years old and over	57	±45	0.3%	±0.2	
Asian and Pacific Island languages					
5 to 17 years old	41	±32	0.2%	±0.2	
18 to 64 years old	4	±7	0.0%	±0.1	
65 years old and over	37	±31	0.2%	±0.2	
Other languages	0	±25	0.0%	±0.2	
5 to 17 years old	0	±25	0.0%	±0.2	
18 to 64 years old	0	±25	0.0%	±0.2	
65 years old and over	0	±25	0.0%	±0.2	
CITIZENS 18 YEARS AND OVER					
All citizens 18 years old and over	17,238	±119	(X)	(X)	
Speak only English	16,960	±169	98.4%	±0.7	

Table: ACSST5Y2021_S1601

		Percent of specified language speakers			
		Speak English only or speak English "very well"		Speak English only or speak English "very well"	
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Population 5 years and over	20,250	±49	99.8%	±0.2	
Speak only English	(X)	(X)	(X)	(X)	
Speak a language other than English	320	±134	86.5%	±8.4	
SPEAK A LANGUAGE OTHER THAN ENGLISH					
Spanish	176	±88	89.8%	±10.4	
5 to 17 years old	15	±28	100.0%	±84.9	
18 to 64 years old	140	±77	98.6%	±11.5	
65 years old and over	21	±24	53.8%	±44.7	
Other Indo-European languages	128	±80	96.2%	±10.3	
5 to 17 years old	0	±25	-	**	
18 to 64 years old	71	±69	93.4%	±19.4	
65 years old and over	57	±45	100.0%	±43.6	
Asian and Pacific Island languages	16	±23	39.0%	±41.4	
5 to 17 years old	0	±25	0.0%	±100.0	
18 to 64 years old	16	±23	43.2%	±44.7	
65 years old and over	0	±25	-	**	
Other languages	0	±25	-	**	
5 to 17 years old	0	±25	-	**	
18 to 64 years old	0	±25	-	**	
65 years old and over	0	±25	-	**	
CITIZENS 18 YEARS AND OVER					
All citizens 18 years old and over	17,218	±124	99.9%	±0.1	
Speak only English	(X)	(X)	(X)	(X)	

Table: ACSST5Y2021.S1601

Label	Speak English less than "very well"		Percent speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	50	±37	0.2%	±0.2
Speak only English	(X)	(X)	(X)	(X)
Speak a language other than English	50	±37	13.5%	±8.4
SPEAK A LANGUAGE OTHER THAN ENGLISH				
Spanish	20	±24	10.2%	±10.4
5 to 17 years old	0	±25	0.0%	±84.9
18 to 64 years old	2	±16	1.4%	±11.5
65 years old and over	18	±23	46.2%	±44.7
Other Indo-European languages	5	±13	3.8%	±10.3
5 to 17 years old	0	±25	-	**
18 to 64 years old	5	±13	6.6%	±19.4
65 years old and over	0	±25	0.0%	±43.5
Asian and Pacific Island languages	25	±24	61.0%	±41.4
5 to 17 years old	4	±7	100.0%	±100.0
18 to 64 years old	21	±23	56.8%	±44.7
65 years old and over	0	±25	-	**
Other languages	0	±25	-	**
5 to 17 years old	0	±25	-	**
18 to 64 years old	0	±25	-	**
65 years old and over	0	±25	-	**
CITIZENS 18 YEARS AND OVER				
All citizens 18 years old and over	20	±23	0.1%	±0.1
Speak only English	(X)	(X)	(X)	(X)

Table: ACSST5Y2021.S1601

Madison County, North Carolina					
Total			Percent		
Label	Estimate	Margin of Error	Estimate	Margin of Error	
Speak a language other than English	278	±129	1.6%	±0.7	
Spanish	128	±75	0.7%	±0.4	
Other languages	150	±84	0.9%	±0.5	

Table: ACSSTFY2021.S1601

Label	Percent of specified language speakers			
	Speak English only or speak English "very well"		Percent speak English only or speak English "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error
Speak a language other than English	258	±119	92.8%	±7.2
Spanish	114	±65	89.1%	±13.5
Other languages	144	±82	96.0%	±8.6

Table: ACSST5Y2021.S1601

Label	Speak English less than "very well"		Percent speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error
Speak a language other than English	20	±23	7.2%	±7.2
Spanish	14	±21	10.9%	±13.5
Other languages	6	±13	4.0%	±8.6

RESOLUTION DECLARING
A PORTION OF THE CENTRAL OFFICE PROPERTY
AS SURPLUS PROPERTY

WHEREAS, the Madison County Board of Education (hereinafter the "Board") owns certain real property located on Walnut Creek Road in Marshall, North Carolina, and being described with the Madison County parcel identification number of 9717-01-5768 (hereinafter, "Board Property");

WHEREAS, Linda G. Penland owns certain real property located on Walnut Creek Road in Marshall, North Carolina, and being described with the Madison County parcel identification number of 9717-02-1325 (hereinafter, "Penland Property") which abuts the Board Property;

WHEREAS, the Board potentially desires to exchange with Ms. Penland a portion of the Board Property designated as Recombination Area B, as shown on Exhibit A, being approximately 0.05 acres when surveyed;

WHEREAS, Ms. Penland desires to exchange with the Board a portion of the Penland Property, designated as Recombination Area A, as shown on Exhibit A, being approximately 0.05 acres when surveyed;

WHEREAS, the aforementioned Board Property described as Recombination Area B is currently not in use and is no longer necessary for school purposes;


WHEREAS, N.C. Gen. Stat. § 115C-518 provides that when, in the opinion of the Board, the use of any building site or other real property owned by the Board is unnecessary or undesirable for public school purposes, the Board may dispose of such property according to the procedures prescribed in Article 12 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Board is a governmental unit of local government as defined in N.C. Gen. Stat. § 160A-274.


NOW THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. That Recombination Area B is hereby declared surplus and unnecessary for public school purposes;
2. That the Superintendent is authorized to offer the property for purchase to the Madison County Board of Commissioners, pursuant to the procedure prescribed in N.C. Gen. Stat. § 115C-518; and
3. That, if the Board of Commissioners refuse the property, the Superintendent and Chair are authorized to publicize that the Board will consider exchanging the Property, as described above, and as permitted by Article 12 of North Carolina General Statute 160A, with the Board to approve the final exchange.

READ, APPROVED AND ADOPTED, THIS THE 13th DAY OF DECEMBER 2022.



Board Chairman



Superintendent and Ex-Officio Secretary

Prepared by: Donny J. Laws, Attorney, P. O. Box 397, Burnsville, NC 28714

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MADISON

1 November, 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 twenty-four (24) months, commencing on 1 November, 2022 and ending on 31 October, 2024.
- B. Lessee shall also have an option to extend the Lease for three (3) additional one year periods, commencing on 1 November, 2024.

II. Basic Rent: Rents hereunder shall be payable as follows:

- A. During the first twelve month term commencing ~~1 November, 2022,~~ ^{January 15, 2023} monthly rent shall be in an amount of \$ 800.⁰⁰ per month commencing on 1 November, 2022, and during the second twelve month term commencing on 1 November, 2023, monthly rent shall be in an amount of \$ 840.⁰⁰ commencing on 1 November, 2023.

B. 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 November, 2024, monthly rent shall be in an amount of \$ 880.⁰⁰

PCW.

2. The second twelve month term commencing 1 November, 2025, the monthly rent shall be in amount of \$ 925.00
3. During the third twelve month period commencing 1 November, 2026, the month rent shall be in an amount of \$ 970.00

- III. Demised Premises: Rooms 303 and 304 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, 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 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 177 Baileys Branch Rd, Office 1, Marshall, NC 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 13 S Main Street Office 3, Marshall, NC, 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.

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.

MOSIAC MANAGEMENT CONSULTING, INC.,
a Georgia corporation, Lessor

Pete Whitlock (SEAL)
By: President/Vice-President

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

BY: [Signature] (SEAL)
County Manager Chairman, Board of Commissioners

STATE OF NC

COUNTY OF Madison

I, Kary Ledford, a Notary Public for the aforesaid County and State, do hereby certify that Pete Whitlock, personally appeared before me this day and acknowledged that 13th day of January, 2023 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 13 day of ~~June~~, January, 2022. 2023.

{Seal}

Kary Ledford
Notary Public

Commission Expiration Date: 17 Dec 24

STATE OF NORTH CAROLINA

COUNTY OF Madison

I, Kary Ledford, a Notary Public for the aforesaid County and State, do hereby certify that Matt Wechtol, personally appeared before me this day and acknowledged that 10th day of January, 2023 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 10 day of ~~June~~, January, 2022. 2023.

{Seal}

Kary Ledford
Notary Public

Commission Expiration Date: 17 Dec 24

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

CONTRACTOR: Mosaic Mgt. Consulting, Inc
COUNTY DEPARTMENT: County Managers' Office
SUBJECT OF CONTRACT: Property Lease
DATE/TERM OF CONTRACT: January 15, 2023

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

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

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

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

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

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

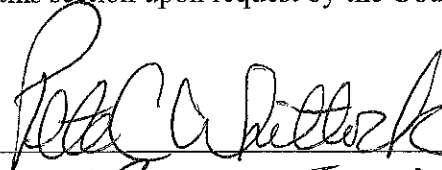
Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

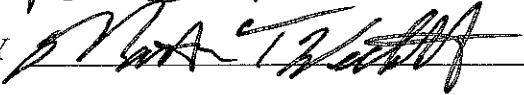
Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: 

Title: _____

For MADISON COUNTY 

Title: Chairman, Board

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

By: 
Madison County Finance Officer