

The Madison County Board of Commissioners met in special session on Tuesday, June 27, 2023, at 6:00 p.m. at the North Carolina Cooperative Extension Office-Madison County Center, 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, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 6:01 p.m. by Chairman Wechtel.

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

Item 1: Golden LEAF Industrial Park Award Agreement

Development Services Director Brad Guth presented and discussed the Golden LEAF Industrial Park Award Agreement for consideration and answered questions from members of the Board. Mr. Guth noted that the award would allow for Phase I of environmental site preparation work to be completed for the proposed Madison County Industrial Park on Long Branch Road in Marshall.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to authorize Brad to execute the grant agreement. (Attachment 1.1)

Item 2: Public Hearing-FY 2023-2024 Budget Ordinance

a. Presentation

County Manager Rod Honeycutt presented the FY 2023-2024 Budget Ordinance, a copy of which is hereby attached to the Madison County Ordinance Book. Information discussed included adjustments, departmental functions, line item allocations, and budgetary allowances for specific line items including revenues and expenses.

b. Public Comment

Chairman Wechtel opened the floor for public comment with none being received.

c. Discussion

Members of the Board provided comments regarding the FY2023-2024 budget process and discussed components included in the budget.

d. Adoption

Upon motion by Commissioner Briggs and second by Commissioner Wyatt, the Board voted unanimously to adopt the FY 2023-2024 budget as presented.

Madison County, North Carolina
2023-2024 Budget Ordinance

BE IT ORDAINED by the Governing Body of the County of Madison, North Carolina:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 01, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this County:

General Government	\$	4,186,127.00
Public Safety	\$	8,517,650.00
Transportation	\$	683,505.00
Health and Human Services	\$	4,303,278.00

Community Services	\$	849,285.00
Social Services	\$	4,778,711.00
Economic and Physical Development	\$	1,501,481.00
Education	\$	4,785,817.00
Culture and Recreation	\$	977,670.00
Contingency	\$	100,000.00
Debt Service	\$	1,308,451.00
Transfer to Revaluation Fund	\$	85,000.00
	\$	32,076,975.00

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Current Year's Real Property Taxes	\$	12,671,000.00
Current Year's Motor Vehicle Taxes	\$	1,000,000.00
Prior Year's Real Property Taxes	\$	455,000.00
Interest and Late Listing Fees on Taxes	\$	165,000.00
Franchise Taxes	\$	6,500.00
Local Option Sales Tax	\$	6,539,800.00
Intergovernmental Revenues	\$	9,007,984.00
Fees	\$	1,394,650.00
Other Revenues	\$	609,103.00
Interest on Banking Accounts	\$	227,938.00
	\$	32,076,975.00

Section 3: The following amounts are hereby appropriated in the Fire District Fund for the operation of fire protection services for the fiscal year beginning July 01, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this County:

Smokey Mountain Fire Department	\$	200,000.00
Ebbs Chapel Fire Department	\$	300,000.00
Mars Hill Fire Department	\$	700,000.00
Country Fire Department	\$	30,000.00
Walnut Fire Department	\$	135,000.00
Big Pine Fire Department	\$	40,000.00
Jupiter Fire Department	\$	50,000.00
Leicester Fire Department	\$	100,000.00
Spring Creek Fire Department	\$	75,000.00
Laurel Fire Department	\$	60,000.00
Total Appropriation	\$	1,690,000.00

Section 4: It is estimated that the following revenues will be available in the Fire District Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Smokey Mountain Fire Department	\$	200,000.00
Ebbs Chapel Fire Department	\$	300,000.00
Mars Hill Fire Department	\$	700,000.00
Country Fire Department	\$	30,000.00
Walnut Fire Department	\$	135,000.00
Big Pine Fire Department	\$	40,000.00
Jupiter Fire Department	\$	50,000.00
Leicester Fire Department	\$	100,000.00
Spring Creek Fire Department	\$	75,000.00
Laurel Fire Department	\$	60,000.00
Total Estimated Revenues	\$	1,690,000.00

Section 5: The following amounts are hereby appropriated in the Vehicle Tax Fund for the three towns located in Madison County for the fiscal year beginning July 01, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this County:

Town of Hot Springs	\$	50,000.00
Town of Marshall	\$	30,000.00
Town of Mars Hill	\$	55,000.00
Total Appropriation	\$	135,000.00

Section 6: It is estimated that the following revenues will be available in the Vehicle Tax Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Town of Hot Springs	\$	50,000.00
Town of Marshall	\$	30,000.00
Town of Mars Hill	\$	55,000.00
Total Estimated Revenues	\$	135,000.00

Section 7: The following amounts are hereby appropriated in the Occupancy Tax Fund for the development of tourism in Madison County during the fiscal year beginning July 01, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this County:

Tourism and Development	\$	592,270.00
Total Appropriation	\$	592,270.00

Section 8: It is estimated that the following revenues will be available in the Occupancy Tax Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Occupancy Tax	\$	592,260.00
Fund Interest	\$	10.00
Total Estimated Revenues	\$	592,270.00

Section 9: The following amounts are hereby appropriated in the E-911 Fund for the operation of the Emergency 911 System for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

911 Emergency Telephone System	\$	87,268.00
Total Appropriation	\$	87,268.00

Section 10: It is estimated that the following revenues will be available in the E-911 Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

911 Telephone Surcharges	\$	65,668.00
Fund Balance Appropriation	\$	21,600.00
Total Estimated Revenues	\$	87,268.00

Section 11: The following amounts are hereby appropriated in the Landfill Fund for the operation of the County Landfill for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

Landfill	\$	2,543,883.00
Recycling	\$	287,851.00
Scrap Tire Disposal	\$	26,500.00
White Goods Management	\$	6,300.00
Total Appropriation	\$	2,864,534.00

Section 12: It is estimated that the following revenues will be available in the Landfill Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Disposal Fees	\$	2,551,134.00
Other Operating Income	\$	313,400.00
Total Estimated Revenues	\$	2,864,534.00

Section 13: The following amounts are hereby appropriated in the Soil and Water Conservation Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

General Fund	\$	28,060.00
Total Appropriation	\$	28,060.00

Section 14: It is estimated that the following revenues will be available in the Soil and Water Conservation Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Other Operating Income	\$	28,060.00
Total Estimated Revenues	\$	28,060.00

Section 15: The following amounts are hereby appropriated in the DSS Custodial Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

General Fund	\$	200,000.00
Total Appropriation	\$	200,000.00

Section 16: It is estimated that the following revenues will be available in the DSS Custodial Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Other Operating Income	\$	200,000.00
Total Estimated Revenues	\$	200,000.00

Section 17: The following amounts are hereby appropriated in the Inmate Trust Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

Inmate Funds	\$	90,000.00
Total Appropriation	\$	90,000.00

Section 18: It is estimated that the following revenues will be available in the Inmate Trust Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Inmate Deposits	\$	90,000.00
Total Estimated Revenues	\$	90,000.00

Section 19: The following amounts are hereby appropriated in the Revaluation Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

Revaluation	\$	788,154.00
Total Appropriation	\$	788,154.00

Section 20: It is estimated that the following revenues will be available in the Revaluation Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Transfer from General Fund	\$	85,000.00
Fund Balance Appropriation	\$	703,154.00
Total Estimated Revenues	\$	788,154.00

Section 21: The following amounts are hereby appropriated in the Courthouse Renovation Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

General Construction	\$	2,938,310.00
Architect, Engineering, Consulting	\$	300,000.00
Leases, Permits	\$	500,000.00
Total Appropriation	\$	3,738,310.00

Section 22: It is estimated that the following revenues will be available in the Courthouse Renovation Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Fund Balance Appropriation	\$	3,738,310.00
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Total Estimated Revenues \$ 3,738,310.00

Section 23: The following amounts are hereby appropriated in the American Rescue Plan Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

Broadband \$ 50,000.00

Total Appropriation \$ 50,000.00

Section 24: It is estimated that the following revenues will be available in the American Rescue Plan Fund for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

American Rescue Plan \$ 50,000.00

Total Estimated Revenues \$ 50,000.00

Section 25: The following amounts are hereby appropriated in the 911 Grant Program for the fiscal year beginning July 01, 2023 and ending June 30, 2024 in accordance with the chart of accounts heretofore established for this County:

Emergency 911 Upgrades \$ 482,178.00

Total Appropriation \$ 482,178.00

Section 26: It is estimated that the following revenues will be available in the 911 Grant Program for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Grant Proceeds \$ 224,148.00

Transfer from General Fund \$ 14,540.00

Fund Balance Appropriation \$ 243,490.00

Total Estimated Revenues \$ 482,178.00

Section 27: The following amounts are hereby appropriated in the Goldenleaf Foundation Grant for the fiscal year beginning July 01, 2023, and ending June 30, 2024.

Construction \$ 438,196.00

Total Appropriation \$ 438,196.00

Section 28: It is estimated that the following revenues will be available in the Goldenleaf Foundation Grant for the fiscal year beginning July 01, 2023 and ending June 30, 2024:

Golden Leaf Funds	\$	360,000.00
Fund Balance	\$	78,196.00
Total Estimated Revenues	\$	438,196.00

Section 29: There is hereby levied a tax rate of fifty (\$.50) cents per one hundred dollars (\$100.00) valuation of property tax listed as of January 01, 2023, for the purpose of raising revenue included in "2023 Ad Valorem Taxes" in General Fund in Section 2 of this ordinance.

This rate is based on an estimated total valuation of property for the purpose of taxation of \$2,620,765,658 at an estimated collection rate of 96.7% and on an estimated total valuation of vehicles of \$225,884,049 at an estimated collection rate of 99.50%.

Section 30: For the fiscal year beginning July 1, 2023 and ending June 30, 2024 the compensation for the Chairman of the Board of Commissioners is \$7,702 per year and a monthly travel allowance of \$685. The compensation of all other members of the Board of Commissioners is \$5,269 per year and a monthly travel allowance of \$400.

Section 31: The County Manager shall serve as Budget Officer and is hereby authorized to transfer appropriations as contained herein under the following conditions:

- A. The County Manager shall be authorized to transfer amounts between line item expenditures within a department without limitation and without report being required. These changes should not result in increases in recurring obligations such as salaries.
- B. The County Manager shall be authorized to effect inter-department transfers, in the same fund, not to exceed 10% of the appropriated monies for the department whose allocation is reduced, notation of all such transfers shall be made to the Board during their next regular session.
- C. Interfund transfers established in the budget may be accomplished without Board approval.

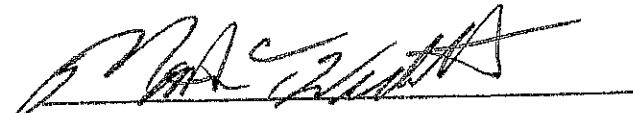
Section 32: The County Manager is hereby restricted from transferring appropriations as contained herein under the following conditions:

- A. The utilization of any contingency appropriation shall be accomplished only with Board approval.

- B. No salary Increases may be made without Board approval, except when granted In accordance with an official pay plan adopted by the Board of Commissioners.
- C. The Interfund transfer of monies, except as noted In Section 31 (paragraph C) shall be accomplished by Board authorization only.
- D. No travel advances may be made without written permission of the County Manager.

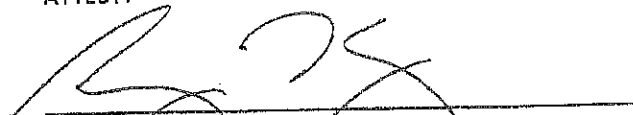
Section 33: This ordinance shall be the basis of the financial plan of Madison County during the 2023-2024 Fiscal Year. The County Manager shall administer the budget and shall insure that the operating officials are provided guidance and sufficient details to Implement their appropriate portion of the budget. The accounting section shall establish records which are In consonance with the budget and this ordinance and the appropriate statutes of the State of North Carolina.

Adopted this the 27th day of June, 2023.



Matt Wechtel, Chairman
Madison County Board of Commissioners

ATTEST:



Mandy Bradley, Clerk to the Board

SEAL

Item 3: Industrial Park Consulting Agreement

Development Services Director Brad Guth presented and discussed the proposed contract with Modulus, PLLC for consideration of the Board as well as answered questions from members of the Board. Mr. Guth noted that the contract would provide consulting services for the proposed Madison County Industrial Park on Long Branch Road in Marshall in conjunction with the Golden LEAF Award for Phase I site preparation work of the park.

Counsel was provided by County Attorney Donny Laws and discussion was had by the Board and Mr. Guth regarding the updated date of the contract to reflect funding received from the previously approved Golden LEAF Industrial Park Agreement for Phase I site preparation work.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison with discussion being had by the Board, the Board voted unanimously to adopt the revised agreement. (Attachment 3.1)

Item 4: Drug Court Facility Upgrades

Information Technology Director Jaime Lunsford presented and discussed information received to provide surveillance equipment and installation for 136 S Main Street in Marshall with Mr. Lunsford noting that he would recommend entering into the proposed contract with TSAChoice to provide the services as presented.

Discussion regarding the proposed contract presented by Mr. Lunsford was had by the Board and Mr. Lunsford who noted that funding for the contract would be provided by the S.L. 2021-130 Block Grant previously awarded to the County.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to authorize the IT Director and County Manager to enter into the agreement as presented. (Attachment 4.1)

Item 5: Authorization for Execution of Property Conveyance

Vice-Chairman Garrison discussed the request for authorization for execution of acceptance of a proposed conveyance of 0.25 of an acre of property located on Medical Park Drive in Marshall from the Hot Springs Health Program to the County. He noted that the property conveyance would allow for additional space to be utilized for the development of the County's Veteran's Park if accepted by the County. The property could then be leased to the Mars Hill VFW Memorial Post in addition to the property that the organization has already leased from the County at the site.

Vice-Chairman Garrison also discussed that in consideration of the aforementioned property conveyance, a proposed right-of-way easement be granted on behalf of the County to the Hot Springs Health Program to access the Health Program's property located on Medical Park Drive in Marshall.

Discussion was had by the Board regarding future plans for the development of the Veteran's Park.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to accept conveyance of the property and grant the right-of-way easement. (Attachment 5.1)

Item 6: Resolution to Retain Architectural Services

The resolution to exempt up to \$50,000.00 in architectural services as allowable by N.C.G.S. 143-64.31 so that services can be retained for 136 S Main Street in Marshall was presented for consideration of the Board. Discussion was had by the Board and Mr. Honeycutt regarding updates for the construction renovation of the building.

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 the Resolution as presented. (Attachment 6.1)

Item 7: Opioid Funding Grant Project Ordinance

Grants Manager Ross Young presented and discussed the Opioid Funding Grant Project for consideration of the Board. Discussion was had by the Board and Mr. young with counsel being provided by County Attorney Laws.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve. (Attachment 7.1)

Item 8: Architectural Services Contract

Grants Manager Ross Young presented and discussed the proposed contract with Lord Aeck Sargent in consideration to retain architectural services for the addition of a fire escape to the courthouse. Discussion was had by the Board and counsel was provided by County Attorney Laws.

Upon motion by Commissioner Wyatt and second by Chairman Wechtel, with further discussion being had by the Board, the Board voted unanimously to approve the contract. (Attachment 8.1)

Item 9: Personnel

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to enter into closed session for personnel pursuant to N.C.G.S. 143-318.11 (a)(6) at 6:50 p.m.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to return to open session at 8:09 p.m.

County Manager Rod Honeycutt presented on behalf of the Animal Shelter, the request for the hire of Bethany Pearson at 20 hours per week as the part-time Animal Shelter Technician at a salary of \$12.67 per hour. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve.

County Manager Rod Honeycutt presented on behalf of the Animal Shelter, the request for hire of Rachel Eure as the Animal Shelter Coordinator at a salary of \$17.00 per hour beginning July 3, 2023. Upon motion by Commissioner Wyatt and second Chairman Wechtel, the Board voted unanimously to approve.

Discussion was had by Mr. Honeycutt regarding upcoming meetings of the Board with counsel being provided by County Attorney Laws.

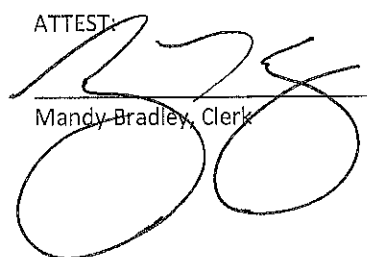
Item 10: Adjournment

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 8:18 p.m.

This the 27th day of June 2023.

MADISON COUNTY


Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Madison County Economic Development
2. Number & Title: G-202303-07400 / Madison County Industrial Park
3. Purpose of Grant: This award provides funding to Madison County Economic Development to conduct Golden LEAF approved due diligence analyses on the 27.5-acre Madison County Industrial Park.
4. Amount of Grant: \$24,550.00
5. Award Date: 6/1/2023 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 6 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Release of funds is contingent on Golden LEAF staff approval of due diligence items to be completed.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of eligibility/permissible use of funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use

the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half- brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the

President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement/disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.
14. Policy regarding termination and rescission of grants: The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in

this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

15. Release of funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. The Grantee will submit reports through Golden LEAF's online grants management system in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and in accordance with processes prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or

unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

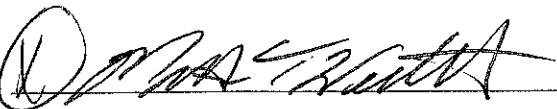
19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.
21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-

and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).

22. Authority to execute/necessary approvals obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): Melison County Government

Signature: 

Name of Person Signing (print): Matt Wechtel

Title of Person Signing (print): Chairman

Date: June 27, 2023

Modulus, PLLC

Engineering · Due Diligence · Design

216 Graham Road, Graham, NC 27253 · (919) 800-9093 · NC License No. P-1176

March 6, 2023

Mr. Brad J. Guth
Development Services Director
Madison County, North Carolina
5707 US Hwy 25/70
Marshall, NC 28753

RE: Proposal for Due Diligence Services
Madison County Industrial Park
Long Branch Road at John Hensley Road
Marshall, Madison County, North Carolina
Modulus Proposal No. P817

Dear Brad:

Modulus, PLLC (Modulus) appreciates the opportunity to provide you with a proposal for performing due diligence services required for the Golden LEAF SITE Program for the referenced property.

PROJECT INFORMATION

Based on the information provided to us, we understand it is being proposed to apply for funding for this site under the Golden LEAF SITE Program for due diligence and possibly development awards. The project site is located on the south side of Long Branch Road, approximately 1500 feet east of US-25 in Marshall, NC. The outline of the Subject Site is presented in the attached Figure 2. The site consists of three full parcels (PID- 9716755276, 9716756537, and 9716753174) and a 5.4-acre portion of PIN 9716758207, totaling approximately 27.5-acres. The outline of the Subject Site is presented in the attached Figure 2. The site consists of approximately 3.32-acres of cleared land with the remainder undeveloped woodland.

SCOPE OF SERVICES

It is our understanding that Modulus will compile all the necessary reports, maps, and statements to meet the current evaluation criteria and provide these in electronic (pdf) format. It is also our understanding that Madison County will be obtaining an opinion of title from others. The specific funding request items in this proposal include the following:

1. Phase I Environmental Site Assessment
2. Preliminary Wetlands and Stream Determination
3. Threatened and Endangered Species Report
4. Initial Historical, Archeological, and Cultural Resources Review
5. Detailed Archaeological Study (if required)
6. Boundary Survey
7. Geotechnical Report
8. Existing Utilities Capacity Analysis
9. Water System Flow Analysis
10. Existing Utilities Map

SCHEDULE

The scope of the project requires requests for information from third parties that can often take a significant amount of time to respond or who may even be unresponsive, making a hard schedule difficult to develop. Based on the required scope of services and past projects, we estimate that the report can be prepared within 6-8 weeks of authorization to proceed.

FEES

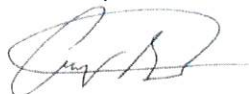
Modulus will perform our scope of services for a fee of **\$24,550.00**, as outlined in the table below:

Item	Cost
DV-19a Phase I Environmental Site Assessment	\$2,300.00
DV-19c Detailed Wetlands and Stream Determination	\$3,800.00
DV-19d Threatened and Endangered Species Report	\$1,500.00
DV-19e Initial Historical, Archeological, and Cultural Resources Review	\$2,300.00
DV-19f Detailed Archaeological Study (If required)	\$3,800.00
DV-19g Boundary Survey	\$2,000.00
DV-19h Geotechnical Report	\$6,800.00
DV-19j Existing Utilities Capacity Analysis	\$500.00
DV-19k Water System Flow Analysis	\$750.00
DV-19m Existing Utilities Map	\$800.00
Total:	\$24,550.00

CLOSING

Modulus appreciates the opportunity to provide this proposal to you. If you have any questions regarding this proposal or any of our other services, please contact us at aric@moduluspllc.com or (919) 800-9093.

Sincerely,
Modulus, PLLC



Aric V. Geda, P.E.
Principal Engineer

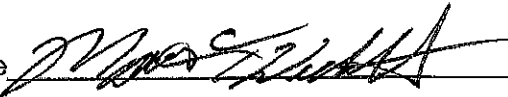
Attachments: Figure 1- Site Location
 Figure 2- Site Layout
 Proposal Acceptance Sheet
 Fee Schedule
 Terms and Conditions of Service

**Modulus, PLLC
Proposal Acceptance Sheet**

Modulus Proposal No.: P817

Project: Golden Leaf Due Dillgence Services

Location: MCIP- Marshall, North Carolina

Client Signature  Date 6/27/23

Please sign above and complete the information requested below to indicate acceptance of this proposal and to authorize Modulus, PLLC to proceed with the above referenced project. By signing above Client Indicates that he/she agrees to be bound by the scope of services of this proposal and the accompanying Terms and Conditions of Service.

Invoicing Information

Name of Client: _____

Client Title: _____

Company Name: _____

Mailing Address: _____

Telephone No: _____

Email Address: _____

Party Responsible for Payment: _____

Responsible Party Title: _____

Company Name: _____

Mailing Address: _____

Telephone No: _____

Email Address: _____

**Modulus, PLLC
2023 Fee Schedule**

Principal Engineer / Scientist / Designer.....	\$165.00/hour
Project Engineer	\$125.00/hour
Field Engineer.....	\$100.00/hour
Engineering Technician.....	\$75.00/hour
Draftsman	\$55.00/hour
Secretary	\$30.00/hour
Mileage, Portal to Portal,	\$0.60/mile
Laboratory Testing, Rental Equipment, Supplies, and Expenditures	Cost + 15%

Charges for personnel include time associated with field visits, travel to and from site, engineering analysis, design, and report preparation. Personnel provided beyond normal business operating hours (8:00 AM to 5:00 PM) or weekends will be invoiced as overtime at the above standard rates X 1.50. Personnel provided on holidays will be invoiced at the above standard rates X 2. Charges for personnel during deposition and/or testimony will be invoiced at the above standard rates X 2.

Modulus, PLLC TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to in a writing signed by both parties, the Proposal Acceptance Form, and Modulus, PLLC's Fee Schedule constitute the entire agreement ["AGREEMENT"] under which services are to be provided by Modulus, PLLC (including its employees, officers, successors and assigns) for "CLIENT".

INDEPENDENT CONSULTANT STATUS

Except as may be otherwise noted herein, Modulus, PLLC shall serve as an independent professional consultant or contractor to CLIENT and shall have control over, and responsibility for, the means and methods for providing the services identified in this Agreement's Scope of Services ("Services"), including the retention of subcontractors and subconsultants. Unless expressly stated in Modulus, PLLC's Scope of Services, Modulus, PLLC shall not serve as CLIENT's agent or representative.

STANDARD OF CARE

Modulus, PLLC shall perform the Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar services in the same region, under similar conditions during the same time period. Except for representations, warranties, and guarantees expressly made in this Agreement, no other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any Modulus, PLLC report, opinion, plan or other Document of Service (as defined below), in connection with Modulus, PLLC's Services.

CLIENT understands and agrees that Modulus, PLLC's professional judgment must rely on facts learned during the performance of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by Modulus, PLLC, or which were not part of the immediate area(s) evaluated by Modulus, PLLC, so long as Modulus, PLLC complied with the standard of care provided for in this Agreement.

Modulus, PLLC's professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes Modulus, PLLC to reasonably believe compliance with CLIENT'S wishes could result in Modulus, PLLC violating applicable laws or regulations ["Laws or Regulations"], or will expose Modulus, PLLC to claims or other charges, Modulus, PLLC shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, Modulus, PLLC shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.

If CLIENT decides to disregard Modulus, PLLC's recommendations with respect to complying with applicable Laws or Regulations, Modulus, PLLC shall determine if Modulus, PLLC is required to notify the appropriate public officials. CLIENT agrees that such determinations are Modulus, PLLC's sole right to make. CLIENT also agrees that Modulus, PLLC shall not bear liability for failing to report conditions to regulatory authorities that are CLIENT'S responsibility to report.

CLIENT DISCLOSURES

As requested by Modulus, PLLC, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish Modulus, PLLC information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's (as defined below) surface, where the Scope of Services requires Modulus, PLLC to penetrate the Site surface.

CLIENT shall notify Modulus, PLLC of any known, assumed, or suspected Hazardous Materials that may exist at the Site prior to Modulus, PLLC mobilizing to the Site. Hazardous materials shall be defined as any substance, waste or material that is defined or regulated as hazardous or toxic or as a pollutant or contaminant under any federal or state law.

INFORMATION PROVIDED BY OTHERS

CLIENT waives any claim of liability against Modulus, PLLC regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to Modulus, PLLC, including such information that becomes incorporated into Modulus, PLLC

Documents of Service, unless the errors, omissions, or inaccuracies were caused by Modulus, PLLC.

CONCEALED RISKS

CLIENT acknowledges that special risks are associated with the identification of concealed conditions (i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing).

Conditions that Modulus, PLLC infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.

Modulus, PLLC will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling, or testing, however, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request Modulus, PLLC to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

CLIENT warrants that it possesses the authority to provide right of entry permission to the Site for the performance of Modulus, PLLC's Services. CLIENT hereby grants Modulus, PLLC and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT in order for Modulus, PLLC to perform the Scope of Services.

Except where Modulus, PLLC's Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of Modulus, PLLC's Services, CLIENT warrants that it possesses all necessary permits, licenses, and/or utility clearances for the Services to be provided by Modulus, PLLC.

Modulus, PLLC will take reasonable precautions to limit damage to the site where the Services are provided ("Site") along with all improvements at the Site ("Improvements") during the performance of Modulus, PLLC's Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some normal and customary damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in Modulus, PLLC's Scope of Services, and reflected in the Professional Fees.

CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from the discovery of Hazardous Materials, or suspected Hazardous Materials, or Modulus, PLLC's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of Hazardous Materials.

UNDERGROUND UTILITIES

In addition to CLIENT-furnished information regarding underground utilities, Modulus, PLLC shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publically available information, to identify underground utilities, as deemed appropriate in Modulus, PLLC's professional opinion.

CLIENT recognizes that despite due care, Modulus, PLLC may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by Modulus, PLLC and/or Modulus, PLLC's subcontractor(s) or provide to Modulus, PLLC from any entity may contain errors or be incomplete.

CLIENT agrees that Modulus, PLLC shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Modulus, PLLC's attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

SAMPLES

Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. Modulus, PLLC will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.

Unless CLIENT directs otherwise, CLIENT authorizes Modulus, PLLC to dispose of CLIENT'S nonhazardous samples and sampling or testing process byproducts in accordance with applicable Laws and Regulations.

ENVIRONMENTAL RISKS

All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, Modulus, PLLC shall take appropriate precautions deemed prudent in Modulus, PLLC's sole and professional opinion to comply with applicable laws and Regulations, and to reduce the risks to Modulus, PLLC's employees, public health, safety, and welfare, and to the environment. CLIENT agrees to compensate Modulus, PLLC for such reasonable precautions, but to obtain that compensation Modulus, PLLC must notify CLIENT and obtain CLIENT'S approval of those precautions before expense is incurred.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, Modulus, PLLC will handle such materials as Hazardous Materials. Modulus, PLLC or Modulus, PLLC's subcontractors will containerize and label such Materials in accordance with applicable Laws and Regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.

Unless explicitly state in Modulus, PLLC's Scope of Services, Modulus, PLLC shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, Modulus, PLLC may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not Modulus, PLLC, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

In those instances where Modulus, PLLC is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, Modulus, PLLC shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that Modulus, PLLC shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of Modulus, PLLC's services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold Modulus, PLLC liable for such cross-contamination if Modulus, PLLC provides its Services in accordance with applicable industry standards and the Laws and Regulations.

CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit Modulus, PLLC to render a professional opinion about the likelihood of the site having Hazardous Materials on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and Modulus, PLLC cannot know or state for an absolute fact that the Site is unaffected by Hazardous Materials. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

OWNERSHIP OF DOCUMENTS

With the exception of the copies of the documents provided by Modulus, PLLC to the CLIENT ("Documents of Service"), all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by Modulus, PLLC maintained in any form deemed appropriate by Modulus, PLLC, are and remain, the property of Modulus, PLLC.

Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by Modulus, PLLC (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT or CLIENT'S contractors on this particular project is not permitted.

CLIENT agrees to not use Modulus, PLLC's Documents of Service for any other projects. Any reuse without Modulus, PLLC's written consent shall be at CLIENT'S sole risk and without liability to Modulus, PLLC or to Modulus, PLLC's subcontractor(s).

CLIENT agrees that Modulus, PLLC Documents of Service may not under any circumstances be altered by any party except Modulus, PLLC. CLIENT warrants that Modulus, PLLC's Documents of Service shall be used only without alteration.

Except for daily field reports and concrete test reports sent electronically by Modulus, PLLC to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by Modulus, PLLC, for which Modulus, PLLC also furnishes hard copies, are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk to the extent that those electronic files contain errors that cause them to differ from the hard copies of the same documents. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

SAFETY

CLIENT agrees that Modulus, PLLC is responsible solely for the basic safety of Modulus, PLLC's employees on the site. These responsibilities shall not be inferred by any party to mean that Modulus, PLLC has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, Modulus, PLLC's Scope of Services excludes responsibility for any aspect of site safety other than for Modulus, PLLC's own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for site safety, and that Modulus, PLLC personnel rely on the safety measures provided by the General contractor.

In the event Modulus, PLLC expressly assumes health and safety responsibilities for toxic and other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those related to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

CONSTRUCTION TESTING AND REMEDIATION SERVICES

CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation.

Monitoring and/or testing Services provided by Modulus, PLLC shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and Regulations.

The professional activities of Modulus, PLLC, or the presence of Modulus, PLLC employees and subcontractors, shall not be construed to imply that Modulus, PLLC has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, Modulus, PLLC does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

CERTIFICATIONS

CLIENT may request, or governing jurisdictions may require, Modulus, PLLC to provide a "certification" regarding Service provided by Modulus, PLLC. Any "certification" required of Modulus, PLLC by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of Modulus, PLLC's inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by Modulus, PLLC at discrete locations and times. Modulus, PLLC's "certification" shall consist of Modulus, PLLC's professional opinion of a condition's existence, but Modulus, PLLC does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees to not make resolution of any dispute with Modulus, PLLC or payment of any amount due to Modulus, PLLC in any way contingent upon Modulus, PLLC signing any such "certification" documents.

BILLINGS AND PAYMENTS

Billings will be based on the unit rates, travel costs, and other reimbursable expenses state in the proposal.

CLIENT recognizes that time is of the essence with respect to payment of Modulus, PLLC Invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

If CLIENT disputes all or part of an invoice, CLIENT shall provide Modulus, PLLC with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the date that CLIENT receives the invoice and agrees to pay the undisputed amount of such invoice promptly.

Modulus, PLLC reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by Modulus, PLLC more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of Invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which Modulus, PLLC is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT.

DEFECTS IN SERVICE

CLIENT and CLIENT'S personnel and contractors shall promptly inform Modulus, PLLC of any actual or suspected defects in Modulus, PLLC's Services, to help Modulus, PLLC take those prompt, effective measures that will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to Modulus, PLLC's Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information that contained material errors. CLIENTS shall compensate Modulus, PLLC for the costs of correcting such defects.

Modifications to reports, documents and plans required by CLIENT shall not be considered to be defects in Services.

INSURANCE

Modulus, PLLC represents that it and its subcontractors and subconsultants are protected by Workers Compensation Insurance as required by applicable law and that Modulus, PLLC at all times shall carry general liability, automobile liability, and other liability insurance covering the Services provided by Modulus, PLLC with limits as shown on the Certificate of Liability Insurance, which is incorporated by reference.

Modulus, PLLC shall furnish certificates of Insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in Modulus, PLLC Insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

LIMITATION OF LIABILITY

CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING Modulus, PLLC'S TOTAL LIABILITY TO CLIENT, ARISING FROM Modulus, PLLC'S PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW AS FOLLOWS.

Modulus, PLLC's liability to CLIENT shall not exceed the dollar values identified as the Limits on the Certificate of Liability Insurance for Modulus, PLLC.

CLIENT agrees that Modulus, PLLC shall not be responsible for bodily injury and property damage or losses to the extent caused by acts or omissions by the CLIENT, its employees, agents, staff, consultants or subcontractors.

INDEMNIFICATION

To the fullest extent permitted by applicable Law, Modulus, PLLC agrees, subject to the Limitation of Liability provision of this AGREEMENT, to indemnify, defend, and hold harmless CLIENT from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] to the extent caused by the negligent acts of the CLIENT.

It is specifically understood and agreed that in no case shall Modulus, PLLC or CLIENT be required to pay an amount of Damages disproportional to its respective culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.

IF CLIENT IS A HOMEOWNER, HOMEOWNERS ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, Modulus, PLLC RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENTS RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

CONSEQUENTIAL DAMAGES

CLIENT shall not be liable to Modulus, PLLC and Modulus, PLLC shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or Modulus, PLLC, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

Modulus, PLLC shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by Modulus, PLLC, its employees, agents, or subcontractors.

THIRD PARTY CLAIMS EXCLUSION

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and Modulus, PLLC. No third-party shall have the right to rely on Modulus, PLLC's opinions rendered in connection with Modulus, PLLC Services without both CLIENTS'S and Modulus, PLLC's written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that Modulus, PLLC's Scope of Services performed is adequate.

DISPUTE RESOLUTION

All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

CLIENT and Modulus, PLLC agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and Modulus, PLLC agree to negotiate in good faith to resolve the Dispute.

Should negotiation fail to resolve the dispute, CLIENT and Modulus, PLLC agree to mediate their dispute via a mediator selected by either party, and acceptable

to both parties.

Should mediation fail to result in resolution of the Dispute, CLIENT AND Modulus, PLLC agree that litigation may be brought by either party.

This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive laws of the state of North Carolina (but not including its choice of law rules).

CURING A BREACH

A party that believes the other has materially breached this AGREEMENT may issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

TERMINATION

CLIENT or Modulus, PLLC may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall effect termination, or the cause therefore, Modulus, PLLC shall promptly render to CLIENT a final invoice and CLIENT shall compensate Modulus, PLLC for services rendered before termination in accordance with this AGREEMENT.

TIME TO BAR LEGAL ACTION

Unless prohibited by law, and notwithstanding any statute that may provide additional protection, CLIENT AND Modulus, PLLC agree that claims by either party arising out of this AGREEMENT or the services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of Modulus, PLLC's services.

ASSIGNMENT

Except for services normally or customarily subcontracted by Modulus, PLLC in the performance of its services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor Modulus, PLLC may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

SEVERABILITY

Any provision of this AGREEMENT later held to violate a law or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and Modulus, PLLC shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

TITLES

The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

SURVIVAL

All obligations arising prior to the termination of this AGREEMENT and all provision of this AGREEMENT allocating responsibility or liability between the CLIENT and Modulus, PLLC shall survive the substantial completion of services and the termination of this AGREEMENT.

ENTIRE AGREEMENT

This AGREEMENT shall constitute the entire AGREEMENT between CLIENT and Modulus, PLLC concerning the subject matter. CLIENT acknowledges that all prior understandings and negotiations concerning the subject matter are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT work authorization to Modulus, PLLC.

CLIENT and Modulus, PLLC agree that subsequent modification to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

All preprinted terms and conditions on CLIENT'S purchase order or work authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

END OF TERMS AND CONDITIONS OF SERVICE.

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

CONTRACTOR: Modulus
COUNTY DEPARTMENT: Economic Development
SUBJECT OF CONTRACT: Industrial PIC - Due Diligence Svcs.
DATE/TERM OF CONTRACT: 6/1/23

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

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

By: Kay Bedford
Madison County Finance Officer

Q204171

TSACHOICE

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-Drug Court-Video Surveillance and Door Control -Labor-02

Qty	Description
1	Professional Services Installation

SubTotal	\$3,612.82
Sales Tax	\$219.75
Total	\$3,832.57



Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204171
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

STREET ADDRESS

Marshall

CITY & STATE

NC

28753

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$3,832.57

50% due upon execution of Installation Agreement

Includes Applicable Sales Tax

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract \$1,916.29

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

4/27/23

Date of Agreement

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Account Representative

Date

Signature

Corporate Officer

Date

Max Wechtel Chairman

Print Name

Title

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204171

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
1	Professional Services Installation

Date of Agreement 6/27/23

Accepted for TSACHoice, Inc. by:

Madison County Finance Dept

Customer

[Signature]

Signature

Mark Wehrle Chairman

Print Name

Title

Account Representative _____ Date _____

Corporate Officer _____ Date _____

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. **Equipment Room.** TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. **Training.** TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. **Post-Installation Changes.** Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. **VOIP Telephone Systems.** All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. **Manufacturer Software Support Agreements.** Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. **TSACHoice Support Agreement.** Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



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

CONTRACTOR: TSHChoice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: Building Surveillance
DATE/TERM OF CONTRACT: June 27, 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

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

By: Kayleford
Madison County Finance Officer

TSACHOICE

Q204167

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-Drug Court-Video Surveillance and Door Control-Equipment-01

Qty	Description
1	Kantech TREX Request to Exit Detector, White, tamper, timer, no logo
1	Flair- (3/4") Recessed Magnetic Door Contacts
1	RCI 12C Compact Strike (Rutherford Controls)
1	SCW - The Admiral Pro16 Channel 4K NVR v3
1	SCW - 12TB Surveillance Hard Drive
2	SCW - The Sherriff 8.0 8MP Vandal Proof Fixed Wide Angle Lens IK10 Dome Camera
2	SCW - Electrical Box Mount for The Deputy v2, The Deputy v3, The Sheriff, and The Informant
500	Berk-Tek-LANMark 6-4PR-Cat 6 CMP-Blue
200	Card Access Bundle Cable (18/4 + 22/4 + 22/3SHLD + 22/2)

SubTotal	\$2,716.10
Sales Tax	\$190.13
Total	\$2,906.23



Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204167
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$2,906.23

Includes Applicable Sales Tax

50% due upon execution of Installation Agreement

Amount due with contract **\$1,453.12**

40% due upon delivery of equipment and/or beginning of installation

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/4% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

10/27/23

Date of Agreement

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Signature

Matt Weckel Chairman

Print Name

Title

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customers close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials

MTW



VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204167

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

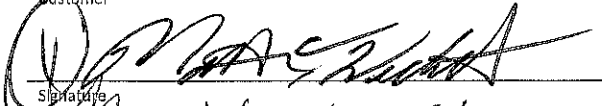
QUANTITY	DESCRIPTION
1	Kantech TREX Request to Exit Detector, White, tamper, timer, no logo
1	Flair- (3/4") Recessed Magnetic Door Contacts
1	RCI 12C Compact Strike (Rutherford Controls)
1	SCW - The Admiral Pro16 Channel 4K NVR v3
1	SCW - 12TB Surveillance Hard Drive
2	SCW - The Sherriff 8.0 8MP Vandal Proof Fixed Wide Angle Lens IK10 Dome Camera
2	SCW - Electrical Box Mount for The Deputy v2, The Deputy v3, The Sheriff, and The Informant
500	Berk-Tek-LANMark 6-4PR-Cat 6 CMP-Blue
200	Card Access Bundle Cable (18/4 + 22/4 + 22/3SHLD + 22/2)

Date of Agreement 6/27/23

Accepted for TSACHoice, Inc. by:

Madison County Finance Dept

Customer



Signature

Mark Weichte Chairman

Print Name

Title

Account Representative _____ Date _____

Corporate Officer _____ Date _____

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials

MTW

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

CONTRACTOR: TSHChoice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: Building Surveillance
DATE/TERM OF CONTRACT: June 27, 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

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

By: Kay Ledford
Madison County Finance Officer

TSACHOICE

Q204170

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-Drug Court-Video Surveillance and Door Control -Labor-01

Qty	Description
-----	-------------

1	Professional Services Installation
---	------------------------------------

SubTotal	\$4,574.88
Sales Tax	\$284.14
Total	\$4,859.02



Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204170

Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

STREET ADDRESS

Marshall

CITY & STATE

NC

28753

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$4,859.02

Includes Applicable Sales Tax

50% due upon execution of Installation Agreement

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract **\$2,429.51**

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/2% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

6/27/23
Date of Agreement

Madison County Finance Dept

Customer

[Signature]
Signature

Max Wechte Chairman
Print Name Title

Accepted for TSACHoice, Inc.

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customers close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204170

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

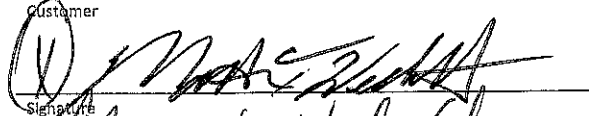
QUANTITY	DESCRIPTION
1	Professional Services Installation

Accepted for TSACHoice, Inc. by:

Date of Agreement _____

Madison County Finance Dept

Customer



Signature

Print Name

Title

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice Implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



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

CONTRACTOR: TSHChoice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: Buildng Surveillance
DATE/TERM OF CONTRACT: June 27 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.

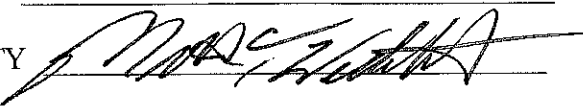
Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

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

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

By: Kay Welford
Madison County Finance Officer

TSACHOICE

Q204169

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-Drug Court-Video Surveillance and Door Control -Equipment-03

Qty	Description
3	Aiphone - IX Series-IP 7" Video Master Station (black)

SubTotal	\$3,749.73
Sales Tax	\$262.48
Total	\$4,012.21



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Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204169
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price	<u>\$4,012.21</u>
50% due upon execution of Installation Agreement	Includes Applicable Sales Tax
40% due upon delivery of equipment and/or beginning of installation	Amount due with contract <u>\$2,006.11</u>
10% due upon complete acceptance of system	

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1½% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

10/27/23

Date of Agreement

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

[Signature]

Signature

Mark Weckel Chairman

Print Name

Title

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customer's close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials

MTW



VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204169

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

QUANTITY	DESCRIPTION
3	Aiphone - IX Series-IP 7" Video Master Station (black)

Accepted for TSACHoice, Inc. by:

Date of Agreement 6/27/23

Madison County Finance Dept

Customer

Account Representative _____ Date _____

Signature

Corporate Officer _____ Date _____

Print Name Miss Weevil Charman Title _____

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. Equipment Room. TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. Training. TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. Post-Installation Changes. Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. VOIP Telephone Systems. All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. Manufacturer Software Support Agreements. Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. TSACHoice Support Agreement. Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials

MTW

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

CONTRACTOR: TSHChoice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: Building Surveillance
DATE/TERM OF CONTRACT: June 27, 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: CI
For MADISON COUNTY [Signature] Title: Chairman

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

By: Kay Ledford
Madison County Finance Officer

TSACHOICE

Q204168

Corporate:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Madison County Finance Dept

Madison County-Drug Court-Video Surveillance and Door Control -Equipment-02

Qty	Description		
1	Aiphone - Surface Mounted IP Video Door Station Vandal Resistant		
1	Kantech - Card Reader W/Keypad-Single Gang		
1	Kantech - Two Door Ethernet Ready Controller		
		SubTotal	\$2,905.94
		Sales Tax	\$203.42
		Total	\$3,109.36



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Remittance Address:
108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29607
864-288-4764

Q204168
Installation Agreement

This agreement is made and entered into between TSACHoice, Inc., herein referred to as TSACHoice, "We," "Us," or "Our" and:

Madison County Finance Dept

COMPANY NAME

P.O. Box 579

Marshall

NC

28753

STREET ADDRESS

CITY & STATE

ZIP CODE

herein referred to as "Customer", "You", or "Your".

In consideration of the mutual agreements herein contained, the Customer agrees with the terms and conditions of this Installation Agreement with TSACHoice. TSACHoice agrees to furnish all of the necessary materials and labor for installation of the equipment as itemized under the attached Addendum "A".

PAYMENT TERMS

Cash Purchase Installed Price

\$3,109.36

Includes Applicable Sales Tax

50% due upon execution of Installation Agreement

40% due upon delivery of equipment and/or beginning of installation

Amount due with contract **\$1,554.68**

10% due upon complete acceptance of system

GENERAL TERMS AND CONDITIONS

1. On cash purchases, the initial payment amount reflected above must be received by TSACHoice prior to any equipment being ordered or work scheduled. TSACHoice shall not commence installation until the second 40% payment, as described above, is received by TSACHoice. Final payment will be due upon completion and acceptance of the system. Interest charges of 1 1/4% per month will be added to balances that are not paid within 30 days.
2. All purchases are subject to the General Terms and Conditions as shown here and on the back of this document. All General Terms and Conditions are applicable to every purchase. Telephone System purchases are subject to additional terms and conditions and these are detailed on the back of the Addendum "A" Installation Agreement. These do not apply unless You are purchasing a telephone system.
3. This is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. No modification of this Agreement shall be binding or enforceable unless in writing and executed by all parties to this Agreement. I ACKNOWLEDGE READING AND RECEIVING A COPY OF THIS AGREEMENT.

6/27/23
Date of Agreement

Accepted for TSACHoice, Inc.

Madison County Finance Dept

Customer

Account Representative

Date

Signature

Corporate Officer

Date

Matt Weindel Chairman
Print Name Title

(Continued from front page)

General Terms and Conditions

4. **Site Preparation.** It is the Customer's responsibility to provide necessary access for TSACHoice technicians to install or modify necessary cabling, including, without limitation, holes and sleeves through walls and floors, terminal boxes, and distribution points, etc. Unless otherwise indicated on the attached Addendum "A", this contract does not include the costs for concealment of wire, cable or equipment where suitable existing access facilities are not provided. When it is necessary to work or install equipment in areas controlled by others, Customer shall arrange for and obtain such access. Customer agrees to obtain any consent necessary from the landlord or building owner to install the equipment, and to assist TSACHoice in obtaining any other necessary approvals and permits. Access to the Customer's premises will be required for TSACHoice's employees during their normal working hours and any other times reasonably requested by TSACHoice. Customer agrees to prepare the site in accordance with these and other requirements stated in this Agreement and will assist TSACHoice in the preparation of floor plans that indicate the location of specific devices, equipment rooms, conduit, duct work and terminal boxes. Such floor plans and equipment rooms shall be available to TSACHoice thirty (30) days prior to installation. Customer is also responsible for providing dedicated electrical outlets, as needed, for equipment to be supplied by TSACHoice. The location where any of our control or computer equipment is installed must be kept dry, not subject to excessive heat or vibration of machinery, and must be free of corrosive atmospheres. Filtered heat and air conditioning must be supplied to these equipment rooms. Pipes carrying water or other fluids should not pass through these rooms. If these conditions are not met and problems arise as a result, TSACHoice may charge to correct the problems on a time and materials basis and our warranty commitments may be voided.
5. **Substantial Changes.** A scope of work should be included as part of every TSACHoice contract. TSACHoice reserves the right to modify its pricing, if during the installation the scope of work substantially changes from what was originally quoted. TSACHoice will bill for any redesign, extra cabling, additional equipment, changes in equipment, cable concealment, reprogramming and /or other unanticipated expense that varies from the scope previously approved by Customer.
6. **Authorization for Overtime Charges.** If the Customer requires installation at times other than during TSACHoice's normal working hours, Customer understands and agrees that such services will be billed at TSACHoice's prevailing overtime rates, unless otherwise specified in writing on the face of this Agreement. TSACHoice will not bill Customer for overtime rates without advance notice to Customer that the work to be performed is subject to overtime rates.
7. **Warranty.** Unless the attached Addendum "A" or attached scope of work states differently, TSACHoice provides with this contract a one-year defective parts replacement and labor warranty.
8. **Default by Customer.** If any of the Customer's obligations to TSACHoice are not paid promptly when due or if Customer breaches any other of the provisions hereof, Customer shall be in default hereunder and all unpaid amounts may, at TSACHoice's option become due and payable. In the event of default by the Customer during the course of the installation of the Equipment, the Customer agrees to remain fully liable for payment of the Equipment Installed and labor expended prior to said default and for restocking and cancellation charges in the amount of twenty-five percent (25%) of the purchase price for each item of Equipment not installed. Upon Customer's default, TSACHoice shall have all rights and remedies permitted under the Uniform Commercial Code and any other applicable Federal or State laws. If TSACHoice is required to pursue collection actions due to the Customer's default, Customer agrees to pay all costs of collection and/or repossession incurred by TSACHoice, including reasonable attorney fees.
9. **Security Interest.** To secure payment of the total unpaid balance (including interest, if any), the Customer does hereby transfer, set over, grant and convey to TSACHoice, its successors or assigns, a security interest in the Equipment described on the face of this Agreement together with all replacement parts, additions, repairs and accessories incorporated herein and/or hereafter affixed thereto. TSACHoice will maintain the security interest in said property until such time as the unpaid balance (including interest, if any) is paid to TSACHoice by the Customer. At any time prior to TSACHoice's receipt of full and complete payment, the Customer agrees to execute, at the request of TSACHoice, an appropriate financing statement to further secure the Equipment described on the face of this agreement for the benefit of TSACHoice.
10. **Risk of Loss.** TSACHoice shall not be responsible for loss or damage to any of the Equipment installed pursuant to this Agreement unless such loss or damage results from the negligence or willful misconduct by TSACHoice. Customer agrees to supply suitable receiving facilities and shall be responsible for protection and security of all equipment delivered to its premises by TSACHoice. Risk of loss shall pass to Customer when Equipment is delivered to Customer's site by TSACHoice.
11. **Timeliness.** To facilitate timely installation of the Equipment, TSACHoice will make a reasonable effort to coordinate with suppliers or contractors whose services or Equipment interconnect with the Equipment provided under this Agreement by TSACHoice. However, TSACHoice shall not be responsible for delays, untimely performance, or any other acts or omissions of any supplier or contractor (including the serving common carrier(s)), nor shall TSACHoice assume any responsibility for charges or expenses incurred for Equipment or services provided by such suppliers or contractors. Customer's acceptance of the Equipment shall not be delayed because of acts or inaction of other suppliers or contractors (including the serving common carrier(s)).
12. **Telephone Companies, Internet Service Providers, Local Exchange Carriers, and Cable TV Providers, etc.** TSACHoice makes no warranty whatsoever with respect to the service(s) delivered by the serving Telephone Company, Internet Service Providers, Local Exchange Carriers, Cable TV Providers, etc, costs necessary to resolve trouble issues resulting from these providers may be billable.
13. **RF Interference.** TSACHoice will not be responsible for Radio Frequency Interference that may be caused by the Customers close proximity to commercial radio towers, or any other environmental problems that are unknown to TSACHoice at the time this Agreement is entered. TSACHoice will work with the Customer to solve the problems if desired, on a time and material basis.
14. **Mediation.** The parties agree that any dispute or controversy concerning or arising from this Agreement (including without limitation contract, negligence, tort and statutory claims), or any transaction contemplated by this Agreement, shall be resolved through mediation conducted by a Mediation Network of North Carolina certified mediator trained in Superior Court mediation, in Asheville, Buncombe County, North Carolina, Each party to be responsible for ½ of the mediator's fees and all associated costs. The mediator shall not be authorized to award punitive damages.
15. **Limitation of Liability.** Any and all liability of TSACHoice under this agreement is expressly limited to the amount Customer has paid under this Agreement. The customer's sole remedy against TSACHoice in any dispute under this agreement shall be to seek recovery of the amounts paid, upon the payment of which TSACHoice shall be released from and discharged of all further obligations and liability. In no event shall either party be liable to the other for special, exemplary, punitive, consequential, incidental or indirect damages, including, but not limited to: loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, and even if the other party has been advised of the possibility of such loss or damage. Customer agrees to hold TSACHoice harmless from any and all claims that may be placed against TSACHoice arising from these or similar causes.
16. **Severability and Governing Law.** Each provision of this Agreement shall be considered separately, and in the event any portion of this Agreement shall be held to be illegal, invalid or unenforceable, all other provisions hereof shall remain in full force and effect as if the illegal, invalid or unenforceable provisions were not a part hereof. This Agreement shall be governed in all respects in accordance with the laws of the State of North Carolina.

Customer Initials





VOICE • IT • CABLING • A/V • SECURITY

108 Asheville Commerce Parkway
Candler, NC 28715
828-254-4464

25 Woods Lake Rd.
Suite 207
Greenville, SC 29601
864-288-4764

Q204168

Addendum "A" To Installation Agreement

Listing of Equipment Included in Installation Agreement Attached

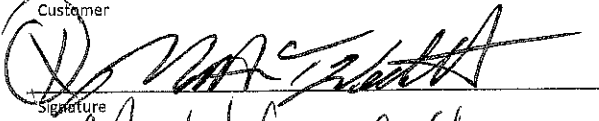
QUANTITY	DESCRIPTION
1	Aiphone - Surface Mounted IP Video Door Station Vandal Resistant
1	Kantech - Card Reader W/Keypad-Single Gang
1	Kantech - Two Door Ethernet Ready Controller

Accepted for TSACHoice, Inc. by:

Date of Agreement 6/27/23

Madison County Finance Dept

Customer



Signature

Matt Wiertel
Chairman

Print Name -

Title

Account Representative

Date

Corporate Officer

Date

(Continued from front page)

Additional Terms and Conditions Applying to New Telephone System Purchases

1. **Equipment Room.** TSACHoice will install telephone control equipment in a location mutually agreeable to Customer and TSACHoice's designated technician.
2. **Training.** TSACHoice will provide its new customers up to four hours of training on the use of their telephone equipment. This training time can be split up into multiple classes or an allowance made for an initial and a follow-up training session(s). The Customer agrees to provide suitable facilities to conduct such training and make available its employees to attend training class. Customer further agrees to designate a single contact person who will serve as liaison between TSACHoice and the Customer's employees and coordinate all training classes. Additional training can be purchased at TSACHoice's prevailing rates.
3. **Post-Installation Changes.** Prior to installation, a TSACHoice Voice implementation specialist will meet with Customer to determine system programming and device placement information. The telephone system will then be programmed and installed according to the customer's specifications. If the Customer has made arrangements to allow TSACHoice to remotely access the system via the Internet, minor programming changes that do not require a technician to be on the customer site will be made free of charge for a period of 30 days past system installation. Otherwise, TSACHoice will allow changes to be made to the system without cost for a period of 5 business days after the system cut over. Requests for changes received from the Customer after that point will be billed at TSACHoice's prevailing time and material rates.
4. **VOIP Telephone Systems.** All customers who purchase VOIP telephone systems that interface with their Local Area Network will be required to answer the questions and sign TSACHoice's "IP Questionnaire and Statement of Understanding." This agreement makes clear the network requirements to successfully implement VOIP and also specifies who will have responsibility for making the various aspects of the customer's data network ready to accept voice. If TSACHoice is to have any or all of this responsibility, a Network Assessment will be required and some additional costs may be incurred for this assessment. Based on the results of the Network Assessment, TSACHoice will then recommend to the customer the changes in the data network that will be required. The customer can then make arrangements to have this work done by others or TSACHoice can do this work as an added part of the installation. If the customer refuses to have a network assessment performed, they will be asked to sign a disclaimer of responsibility for any issues relating to the customer's data equipment that may arise later.
5. **Manufacturer Software Support Agreements.** Most all IP telephone manufacturers require customers to purchase annual software support agreements. In turn, these companies provide regular new releases of features, any necessary software patches, and access to the manufacturer's technical support. TSACHoice typically includes the cost of this coverage for the first year, as part of our own Comprehensive Service Agreement with every new system we sell. While TSACHoice will always do its very best to support its customers on a Time and Materials basis, failure to renew this support agreement on an annual basis could severely compromise the level of service we can provide.
6. **TSACHoice Support Agreement.** Differing from the Warranty policy outlined in our General Terms and Conditions, TSACHoice includes with each new phone system one year of hardware, software, and labor support through our Comprehensive Service Agreement (CSA). This agreement offers far more than basic warranty support as per the terms and conditions of that separate agreement. Should Customer request the system be quoted without the CSA, TSACHoice will pass along to Customer any equipment or software warranties provided by the manufacturer along with a 90-day labor warranty. TSACHoice strongly recommends that its customers purchase and maintain CSA support.

Customer Initials



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

CONTRACTOR: TSIChoice
COUNTY DEPARTMENT: IT
SUBJECT OF CONTRACT: Building Surveillance
DATE/TERM OF CONTRACT: June 27, 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: C

For MADISON COUNTY [Signature]

Title: Chairman

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

By: Kary Ledford
Madison County Finance Officer

TSACHOICE

Scope of Work Madison County-Drug Court Video Surveillance and Door Control Quote #: Q203901

OVERVIEW

TSACHoice, Inc. proposes to provide and install a video surveillance and door access control system at the new location on South Main Street, Marshall, NC. The system will have a door controller with a keypad card reader at the front entrance. The door will also have a video intercom device that will ring three stations inside. Those stations will allow the users to have two-way conversations with, view, and unlock the door to allow entrance for visitors. The video surveillance system will have two (2) fixed wide angle vandal-proof dome cameras mounted on the front of the building and cross focused to monitor the door and walkway area in both directions.

Note: Master Quote is Q203901

This Scope of Work encompasses the equipment and labor quotes Q204167, Q204168, Q204169, Q204170, Q204171, which divide into \$5k or less increments, and must be purchased and installed together to make a complete system.

OBJECTIVES

Pre-Install

- Project Coordinator to schedule implementation meeting to discuss programming needs, obtain floor plans, confirm installation dates, and to schedule training; please note that the customer's Managed Service Provider / IT services provider is required to attend this meeting. Programming or equipment changes discovered during implementation that are not included in the Scope of Work will be deemed an "addition to contract request" and a change order will be generated for customer approval before implementing the requested change.
- Technician to pre-build system at TSACHoice based on information obtained from implementation meeting.

NOTES

Door Access:

- TSACHoice will install (1) Kantech two door controller in the data closet.
- Install one (1) keypad card reader at the main entrance door.
- Install one (1) recessed magnetic door sensor at the door.
- Install one (1) motion request to exit above the door.
- Install one (1) recessed electric strike at the door.
- Install one (1) iPhone video door intercom stations the door.
 - Relay output will connect to the appropriate door controller input for door release.
- Install one (3) iPhone 7" video door Master Stations in the designated offices. To be coordinated with customer.
- Install one (1) iPhone video door intercom stations at the door.
- TSACHoice will configure the access control system for desired keypad codes and existing cards. Configure and test video intercom for proper audio and video functions and door release.
 - Train customer on system functionality.

Video Surveillance:

- TSACHoice will install (2) SCW Sheriff 8mp vandal-proof fixed wide angle dome cameras on front of building.
 - Mount one over each door and cross focus to monitor sidewalk and entrance areas.
- TSACHoice will install (1) SCW Admiral 16 channel NVR in the data closet.
 - Cameras will connect directly to the NVRs built-in PoE switch.
- TSACHoice will configure and test the system.
 - Set NVR for 30 days recording retention.
 - Train customer on system functionality.

REQUIREMENTS AND PRESUMPTIONS RELATED TO SCOPE OF WORK

The Scope of Work details any additional work for TSACHoice that was uncovered during the quote discovery process.

Scheduling

- All work will be done during normal business hours unless specified in our scope of work.
- Projects quoted based on completing the installation in one continuous phase. If a multi-phased installation is required, additional labor may be billed accordingly for return trips.

Network Infrastructure

- A questionnaire will be provided by TSACHoice to the customer or the customer's 3rd party IT Support Company for completion to confirm that network requirements have been met to support an IP Access Control System. Based on the completed documentation, additional recommendations may be required that may result in additional costs.
- Customer will provide an employee or member of the IT staff during installation to assist TSACHoice with performing any network changes that may be required. This work is not included in our price unless noted in the Scope of Work above.
- Customer's network infrastructure must be able to support the proposed application. Changes to network infrastructure are not included in this proposal unless specifically outlined in the Scope of Work details above. If requested, TSACHoice can perform network infrastructure changes, including testing and certifying of cabling, at TSACHoice's prevailing rates.
- It is assumed there is existing wall space in a temperature-controlled room for proposed Access Control Equipment at each location, and each location is equipped with a minimum of (2) AC power outlets and (2) network information outlets. Equipment locations will need to be re-considered if these requirements cannot be met.
- Connecting to legacy/existing door locks, power supplies, and door cabling will be done on a best effort basis. Additional costs may apply in some cases.
- All customer-provided equipment is expected to be fit for the proposed application and in good working order. Replacement hardware and associated labor is not included in this proposal and will be billed on a time-and-material basis.

Software Requirements

- All computers designated to run Access Control software applications must meet the system requirements provided by the software manufacturer. TSACHoice requires administrative rights on any computer where software is to be installed. Desktop troubleshooting will be billed as an addition to contract.
- Software will be loaded onto a maximum of (2) PC's.
- TSACHoice will support only business-class operating systems.
- Servers, PCs, and Mobile Devices must meet manufacturer's requirements for applications. Devices that do not meet or devices that exceed software manufacturer's requirements may cause deployment failure and must be approved by TSACHoice prior to installation.

WAN

- TSACHoice assumes customer will provide appropriate WAN connectivity between multiple sites to ensure connectivity between the panels and the Access Control Database.

Internet

- Customer will be responsible for establishing Internet service. All information necessary to configure network equipment for Internet access must be provided by the customer prior to network equipment installation. If this information is not provided TSACHoice will not be able to confirm Internet access from customer's local area network.

Email

- If reporting is desired, an email address will need to be provided during Project Implementation.

Training

- A specified amount (see page 1) of instructor-led, onsite, or web-based training has been included in this quote to familiarize end-users with the system features and operation. Additional training options are available and can be discussed if needed.
- Basic system administrator training is included; this training includes basics such as adding/deleting credentials, set up and changing of schedules, and passwords.
- Additional training options are available if desired by the customer.

General


- Customer agrees to give TSACHoice secure Internet access into your Access Control System for as long as support is expected from TSACHoice.
- Customer to provide cable paths to doors and cameras.
- Customer to provide two (2) open ports on the network switch for the door controller and NVR.

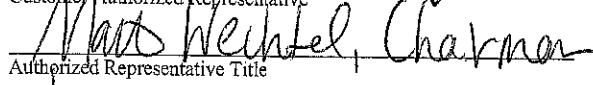
Customer has carefully read, understands, and agrees with TSAChoice's Scope of Work, shown above.

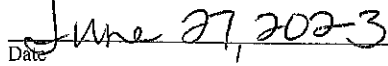
X _____
TSAChoice Authorized Representative

Authorized Representative Title

Date

X  _____
Customer Authorized Representative

 _____
Authorized Representative Title

 _____
Date

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

CONTRACTOR: TSIChoice
COUNTY DEPARTMENT: IT
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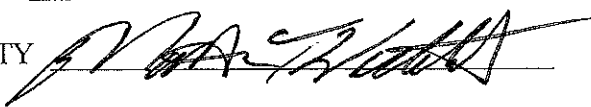
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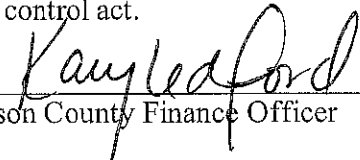
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For the CONTRACTOR: _____ Title: _____

For MADISON COUNTY  Title: Chairman

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

By:  _____
Madison County Finance Officer



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	105.00'	41.27'	22°31'02"	S 60°55'29" W	44.00'
C2	31.00'	5.28'	60°00'00"	S 37°11'44" W	6.00'
C3	31.00'	48.86'	37°19'39"	S 30°25'25" W	48.00'
C4	75.00'	22.08'	10°52'00"	S 21°08'00" E	22.00'
C5	285.00'	117.97'	25°30'24"	S 94°08'10" E	117.00'
C6	350.00'	155.57'	35°00'35"	S 73°58'22" E	152.60'

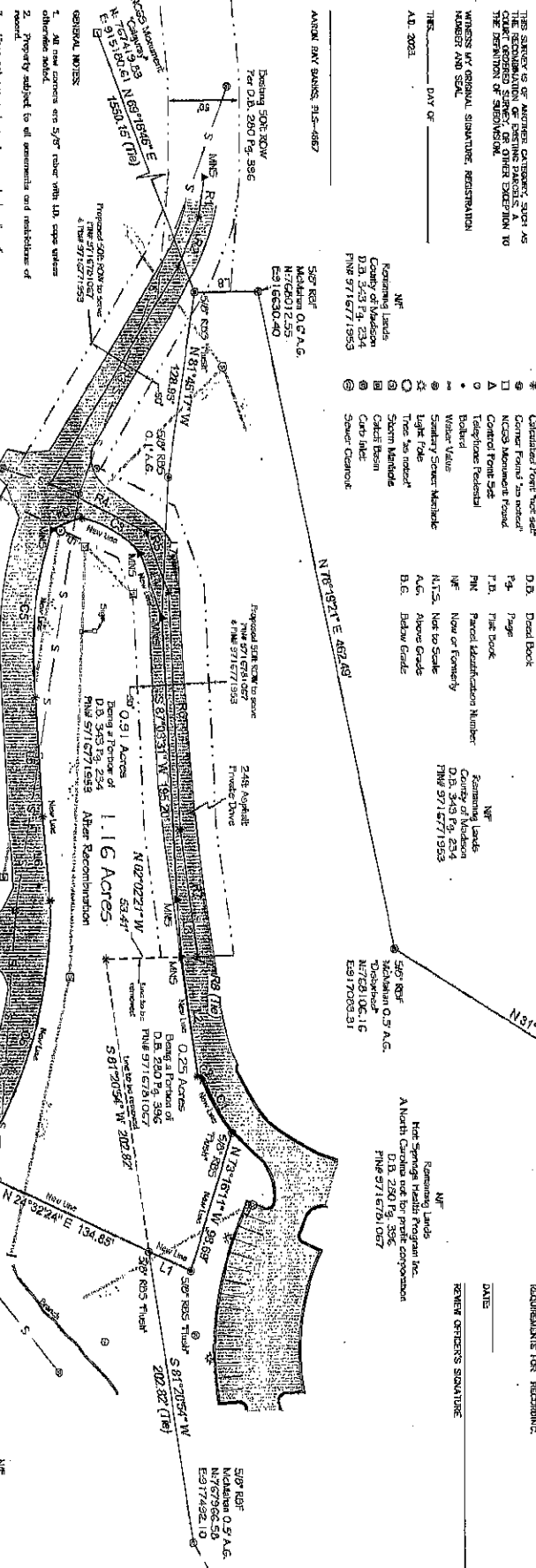
LEGEND

These standard symbols will be found in the drawings.

—	Boundary Line
—	Right Line Not Surveyed
—	Right of Way Line
—	Stream Line
—	Storm Drainage Pipe Not Located
—	Center Point Not Located
—	Control Point Size
—	Telephone Pedestal
—	Water Valve
—	Sanitary Street Manhole
—	Light Pole
—	Type Not Located
—	Storm Manhole
—	Catch Basin
—	Card Lot
—	Survey Control

LINE	BEARING	DISTANCE
R1	S 82°04'36" E	27.83'
R2	S 67°49'05" E	37.92'
R3	S 55°51'32" E	174.06'
R4	N 25°21'58" E	75.54'
R5	N 69°41'36" E	44.46'
R6	N 87°10'45" E	165.78'
R7	N 82°12'21" E	88.43'
R8(Like)	S 82°02'21" E	10.97'

LINE	BEARING	DISTANCE
L1	N 24°42'24" E	31.93'
L2	S 82°58'17" W	83.08'
L3	S 84°59'01" W	39.37'
L4	S 71°42'32" W	46.88'
L5	N 86°31'38" E	82.11'
L6	N 84°57'59" E	58.28'
L7	N 81°26'51" W	97.01'
L8	N 00°05'48" W	44.25'



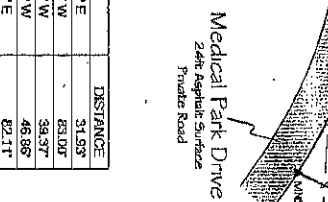
- GENERAL NOTES:**
- All new corners are 5/8" copper with 1/8" copper stakes otherwise noted.
 - Property subject to all encumbrances and easements of record.
 - Lines not surveyed are shown on basis of information furnished on this form of this plat.
 - The area shown herein was computed using the double-sighting method.
 - The subject property is not located within a flood hazard area according to the Flood Insurance Rate Map (FIRM) 9716, with a Flood Zone Z, 2003.
 - Location of utilities, whether public or private, is based upon field location of visible improvements.
 - All distances are horizontal ground.

This plat has been prepared in conformity with North Carolina laws and regulations governing the practice of land surveying. The survey was conducted on or about the 15th day of August 2003 and the results are shown on this plat. The survey was conducted by a duly licensed and bonded land surveyor. The following information was used to prepare this plat: Aerial photographs, ground survey, and other data as shown on this plat. The following information was used to prepare this plat: Aerial photographs, ground survey, and other data as shown on this plat.

PROPOSED RIGHT OF WAY LINE TABLE

BEARING AND DISTANCE

LINE	BEARING	DISTANCE
L1	N 24°42'24" E	31.93'
L2	S 82°58'17" W	83.08'
L3	S 84°59'01" W	39.37'
L4	S 71°42'32" W	46.88'
L5	N 86°31'38" E	82.11'
L6	N 84°57'59" E	58.28'
L7	N 81°26'51" W	97.01'
L8	N 00°05'48" W	44.25'



COUNTY OF MADISON
RECOMBINATION SURVEY FOR
PROPERTY OWNER: NFE
24th Asphalt Private Drive
Medical Park Drive

RECOMBINATION SURVEY FOR
COUNTY OF MADISON
MARSHALL # TOWNSHIP, MADISON COUNTY, N.C.
PROPERTY OWNER: NFE

Surveying, Inc.
 276 Tipton Hill Rd.
 Lenoir, NC 28752
 Telephone: 815-752-4059
 E-Mail: info@barnes-surveying.com

C-3280

Surveyed by: **DAK NC**
 Dated: **8-15-2003**
 Scale: **As Shown**
 Date: **8-15-2003**

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS TO
EXEMPT MADISON COUNTY OFFICE FACILITY SPACE CONSTRUCTION FROM
NORTH CAROLINA GENERAL STATUTE 143-64.31**

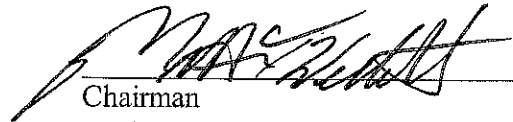
WHEREAS Madison County presents under consideration the building renovation and construction for building modifications to Madison County office facility space located at 136 S Main Street, Marshall, NC 28753.

WHEREAS Madison County projects an estimate for architectural engineering fees to be less than \$50,000 for the project.

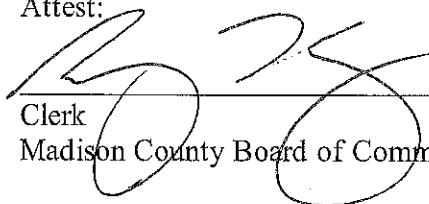
WHEREAS Madison County desires pursuant to NCGS 143-64.32 to exempt said project from the requirements set forth in NCGS 143-64.31.

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners that the bidding for Architectural Services for the above referenced building modifications to 136 S Main Street project is hereby exempt from the provisions of NCGS 143-64.31.

Resolved this the 27th day of June 2023. Signed this the 27 day of June 2023.



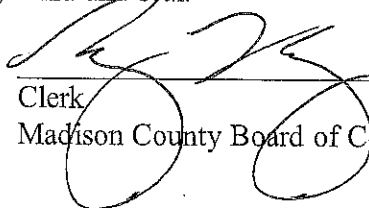
Chairman
Madison County Board of Commissioners

Attest:


Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.



Clerk
Madison County Board of Commissioners

(SEAL)

Grant Project Ordinance for the County of Madison, NC for the National Opioid Settlement Funds

BE IT ORDAINED by the County of Madison, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a financial account and budget to be funded by the National Opioid Settlement Funds administered by the NC DOJ. There are multiple Opioid settlements being negotiated; this Grant Project Ordinance allows for the addition of future settlement funds as they become available. The County of Madison will receive a portion of these funds annually for a period of up to 18 years. These funds may be used to the extent authorized by state law and in accordance with the NC Memorandum of Agreement.

Section 2: The following amounts are appropriated for the project:

National Opioid Settlement Funds: Phase 1: \$1,531,320
Supplemental Agreement for Additional Funds (SAAF): Future amounts to be added as they become available.

These funds will be spent according to the details entailed in the Local Spending Authorization Report to be completed within 90 days of the passage of a budget or resolution/ordinance authorizing the expenditures of opioid settlement funds..

Section 3: The Madison County Finance Office, working under the direction of the Madison County Board of Commissioners, is hereby directed to maintain sufficient, detailed accounting records to satisfy the both the requirements of the NC MOA and annual county audits as required by state law.

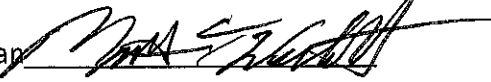
Section 4: The Madison County Finance Office, working under the direction of the Board of Commissioners, is hereby directed to report the financial status of the project on an annual basis or as requested by the Board of Commissioners and complete the required Annual Report(s) for the NC DOJ by September 27th of each year for the duration of the settlement.

Section 5: Copies of this grant project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 6: This grant project ordinance expires on September 27, 2040 or when the entirety of these funds have been expended.

Adopted on this 27 day of June 2023

Madison County Board of Commissioners

Chairman 

DRAFT AIA® Document B105™ - 2017

Standard Short Form of Agreement Between Owner and Architect

Version 12/2021

AGREEMENT made as of the Fifth day of June in the year Two Thousand and Twenty Two

BETWEEN the Owner:

Madison County Board of Commissioners »
107 Elizabeth Lane »
Marshall, North Carolina 28753 »
Telephone Number 828-649-2854 »

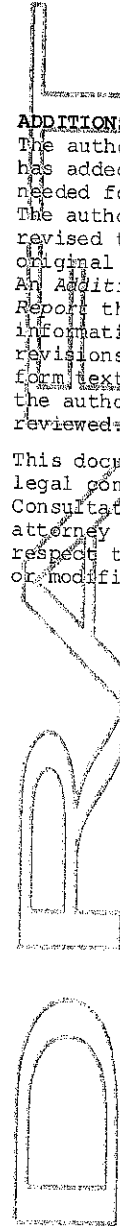
and the Architect:

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

for the following Project:

Madison County Courthouse Rehabilitation »
Madison County Courthouse »
2 N Main Street »
Marshall, North Carolina 28753 »
Architecture and Engineering Services to provide construction documents for a stair, door and related exiting requirements to provide another means of egress from the second floor of the courthouse.»

The Owner and Architect agree as follows.



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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

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

«Architectural Site Visit to assess existing conditions; Architectural Documentation and Project Manual, and Electrical and Structural Engineering Documentation for biddable construction documents for a stair door and related exiting requirements to provide another means of egress from the second floor of the Madison County Courthouse »

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides.

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

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

ARTICLE 5 MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

«A lump sum fee of \$13,120.00 including all expenses.

Architectural Site Visit	\$2,900.00
Electrical Engineering and Documentation	\$2,500.00
Structural Engineering and Documentation	\$2,800.00
Architectural Documentation and Project Manual	\$4,920.00
Total	13,120.00

»

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

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

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. The basis of such compensation shall be hourly rates or lump sum amounts mutually agreed upon in writing in advance. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; reviewing more than the Contractor's initial submittals and One (1) resubmittal for each required submittal; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ~~five~~ (5) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

«§ 7.1 AGREED REMEDY

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

§7.2 CERTIFICATIONS AND WARRANTIES

The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect's having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot

ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification.

§7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

§7.4 ELECTRONIC SIGNATURE

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

§7.5 EXISTING CONDITIONS

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

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

§7.6 FORCE MAJEURE

The Architect and its Consultants shall not be responsible for the consequences of any of the following: (a) so-called acts of God (including, without limitation, tornadoes, water spouts, floods hurricanes, earthquakes, landslides, dust storms, atmospheric disturbances, pandemics, epidemics); (b) negligent or willful misconduct of (i) Owner, its agents and employees (ii) the Contractor, its contract employees who provide services on the project and employees, (iii) project subcontractors (of whatever tier), (iv) Owner's retained consultants (other than Architect's); (c) insurrections, riots, civil commotions, terrorism, sabotage, vandalism, judgments or orders; (d) shortages or unavailable materials, supplies, labor, equipment or systems; or (e) other matters, of whatever character, beyond the reasonable control of the Architect and its Consultants.

§7.7 MATERIALS TRANSPARENCY

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

§7.8 HANDICAP ACCESSIBILITY

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

§7.9 INSURANCE REQUIREMENTS

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

§7.9.1 Comprehensive General Liability

«\$2,000,000 in the Aggregate »

§7.9.2 Automobile Liability

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

§7.9.3 Workers' Compensation

«Statutory Limits »

§7.9.4 Professional Liability

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

»

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

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

§7.10 MEDIATION

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

The Owner and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal proceedings, which shall be stayed pending mediation.

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

§7.11 MEANS, METHODS AND SAFETY

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

§7.12 REPRESENTATIONS AND WARRANTIES

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

§7.13 VENUE

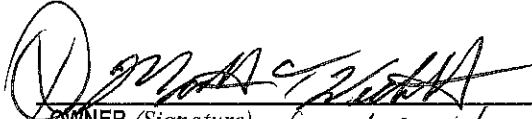
This Agreement shall be governed by the law of the place where the Project is located.

§7.14 Prior Agreement

The Owner and Architect entered into that certain **B105 Standard Short Form Agreement** dated as of **Twenty Seventh day of May in the year Two Thousand and Twenty-Three** with respect to the Project (as amended from time to time, the "Prior Agreement"). All services provided under the Prior Agreement shall be subject to the Prior Agreement, and all compensation therefor shall be as set forth in the Prior Agreement. This Agreement does not modify or supersede the Prior Agreement. The Architect shall not be relieved of any liability under this Agreement.

as a result of any errors or omissions in the Architect's services provided under the Prior Agreement, nor shall any errors or omissions in the Architect's services provided under this Agreement be deemed to relieve Architect of any responsibility under the Prior Agreement. The Architect shall not be entitled to any extension of time, additional compensation or other relief hereunder as a result of errors or omissions in the Architect's services provided under the Prior Agreement.»

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


OWNER (Signature)
« « « » Matt Wechtel, Chairman
(Printed name and title)

ARCHITECT (Signature)
«Karen Gravel, » «Principal »
(Printed name, title, and license number, if required)

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

CONTRACTOR: Lord Acik Sargents

COUNTY DEPARTMENT: Finance

SUBJECT OF CONTRACT: June 27, 2023 - Courthouse Fire Escape

DATE/TERM OF CONTRACT: June 27, 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

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

By: Kay Ledford
Madison County Finance Officer