

State of North Carolina

County of Madison

Minutes

The Madison County Board of Commissioners met in regular session on Tuesday, September 5, 2023, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

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

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

Agenda Item 1: Agenda Approval

Chairman Wechtel requested consideration of the Board to amend the agenda to include the following:

- Item 8e-Attorney-Client Privilege

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve the amended agenda. (Attachment 1.1)

Agenda Item 2: Consent Agenda

- a. Connect South Contract (Attachment 2.1)
- b. Employee Assistance Network Contract (Attachment 2.2)
- c. Transportation Services Agreement Request (Attachment 2.3)
- d. Hazard Mitigation Designation of Applicant's Agent Update (Attachment 2.4)
- e. Cooperative Extension-Madison County Center Golden LEAF Funding Award Transfer Request (Attachment 2.5)
- f. 2023-2024 School Nurse Memorandum of Agreement (Attachment 2.6)
- g. Approval of August 8, 2023 (Special) Meeting Minutes; August 8, 2023 (Regular) Meeting Minutes; August 22, 2023 (Special) Meeting Minutes

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

Agenda Item 3: Public Comment

No public comment was received.

Agenda Item 4: Daniel Metcalf, Transportation and Operations Director

a. Vehicle Propane Conversion Presentation

Happy Fox with Alliance Auto Gas presented a power point presentation as well as answered questions from members of the Board regarding the proposed propane conversion of the Transportation and Operations fleet.

Information discussed included the Auto Gas program and vehicles supported, decreased emissions, systems certifications, cost, components required for the conversion, fueling mechanisms and station, dispensing methods, and manufacturer vehicle warranties covered after the propane conversion, and maintenance of vehicles.

Discussion was had by the Board and Mr. Fox.

b. FY24 Transportation Grant Agreement for Rural Formula Grant Program

The FY24 Transportation Grant Agreement for Rural Formula Grant Program contract was presented for consideration of the Board by Mr. Metcalf.

Counsel was provided by County Attorney Laws.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, with discussion being had by the Board and Mr. Metcalf, the Board voted unanimously to execute the grant that we've been awarded. (Attachment 4.2)

Agenda Item 5: Public Hearing Madison County Transportation Authority FY25 Grant Funding Application

a. Presentation-Daniel Metcalf, Transportation and Operations Director

Mr. Metcalf presented and discussed the Madison County Transportation Authority FY25 Grant Funding Application and requested approval to apply for funding noting that if approved, the funding would provide for Admin and Capital Grant funding allocations which would provide funding for employee salaries and additional vans for the Transportation Department.

Counsel was provided by County Attorney Laws and discussion was had by the Board, Mr. Mr. Metcalf, Finance Officer Kary Ledford, and Clerk Mandy Bradley.

b. Public Comment

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

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to close the public comment session.

c. Discussion

No discussion was had.

d. Consideration of Approval

Upon motion by Commissioner Hensley and second by Chairman Wechtel, the Board voted unanimously to approve the application process to be undertaken. (Attachment 5.4)

Agenda Item 6: Chris Maney Parks and Recreation Director

Mr. Maney and Parks and Recreation Board Chairman Ryan Cody presented and discussed proposed changes to the Parks and Recreation Board By-Laws as well as answered questions from members of the Board.

Information discussed included proposed changes such as the proposal for a reduction in the number of seats on the Parks and Recreation Board from fifteen (15) members to ten (10) members and a change in the number of members required for a quorum of the board with Mr. Cody noting that several members who have not attended meetings since being placed on the board could be removed.

Discussion was had by the Board, Mr. Maney, and Mr. Cody regarding potential concerns with an even number of members, possible further reduction in the number of members in the future, potential members that the board could be comprised of from various organizations in the County, and member terms.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt with discussion being had by the Board, the Board voted unanimously to accept the revised amendment to the By-Laws for the Parks and Recreation Board. (Attachment 6.1)

Agenda Item 7: Kary Ledford, Finance Officer

a. Budget Amendment #3

Ms. Ledford presented and discussed Budget Amendment #3 for consideration of the Board and answered questions from board members.

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

b. Financial Report

Ms. Ledford presented check payments to the Board and noted that the full financial report for the month of August 2023 would be available at the October 2023 meeting of the Board. (Attachment 9.2)

Agenda Item 8: Rod Honeycutt, County Manager

a. County Manager's Update

Mr. Honeycutt presented and discussed the County Manager's update to the Board. Information discussed included information regarding the current employee classification and pay study as well as the progress and upcoming schedule of the Biomass Moratorium Workgroup that is developing proposed amendments to the County's Land Use Ordinance to include biomass facilities.

b. County Owned Surplus Property

Manager Honeycutt presented a new bid for county owned surplus property parcel identification number 9769-09-8590 in the amount of \$500.00. Upon motion by Commissioner Hensley and second by Commissioner Briggs with discussion being had by the Board and counsel provided by County Attorney Laws, the Board voted 3-2 in favor to reject the bid with Commissioners Briggs, Hensley, and Wyatt voting in favor and Chairman Wechtel and Vice-Chairman Garrison voting opposed.

New bids for parcel identification number 8890-06-0525 in the amount of \$8,830.00 and \$2,500.00, respectively were presented to the Board by Manager Honeycutt and counsel was provided by County Attorney Laws. Upon motion by Vice-Chairman Garrison and second by

Commissioner Hensley, the Board voted unanimously to accept for the bidding process, \$8,830.00. Additional counsel was provided by County Attorney Laws. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to reject the bid for \$2,500.00 for PIN ending in 0525.

A new bid for parcel identification number 9769-19-1742 in the amount of \$100.00 was presented to the Board by Manager Honeycutt. Upon motion by Commissioner Hensley and second by Commissioner Wyatt with discussion being had by the Board and Clerk Mandy Bradley and counsel provided by County Attorney Laws, the Board voted 4-1 in favor to reject the bid with Chairman Wechtel and Commissioners Briggs, Hensley, and Wyatt voting in favor and Vice-Chairman Garrison voting opposed.

c. County Board Appointments

County Manager Honeycutt presented vacancies for the Agricultural Advisory Board and recommendations for prospective member appointments as submitted by the Soil and Water Board of Supervisors. Discussion was had by the Board and Clerk Mandy Bradley with counsel being provided by County Attorney Laws.

Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, the Board voted unanimously to appoint Frank Carr from the Mars Hill Community for the Mars Hill Region with Chairman Wechtel clarifying that the appointment would be for a term of one (1) year.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to appoint Maurice McAlister for the Shelton Laurel Region with Chairman Wechtel clarifying that the appointment would be for a two (2) year term.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to appoint Jimmie Ramsey for the Marshall Region with Chairman Wechtel clarifying that the appointment would be for a three (3) year term as recommended by the Soil and Water Board of Supervisors.

Chairman Wechtel discussed the recommendation of the Soil and Water Advisory Board for appointment for the Sandy Mush Region for a one (1) year term. Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to appoint Ricky Reeves.

Chairman Wechtel discussed the recommendation of the Soil and Water Advisory Board for appointment for the Spring Creek Region for a two (2) year term. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to appoint Danni Speight.

Chairman Wechtel discussed recommendations of the Soil and Water Advisory Board for appointments of Elizabeth Ayers, Extension Director; John George, NRCS; Jessica Hocz, Soil and Water; Ross Young, retired Extension Director; and Charlie Zinc, FSA as non-voting ex-officio members. Discussion was had by the Board and Clerk Mandy Badley with counsel being provided by County Attorney Laws. Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, with further discussion being had by the Board, the Board voted unanimously to appoint Elizabeth Ayers, John George, Jessica Hocz, Ross Young, and Charlie Zinc at the request of the Soil and Water Board as ex-officios.

d. Personnel

Discussion was had by the Board. Counsel was provided by County Attorney Laws regarding the addition of Item 8e, Attorney-Client Privilege and the need for clarification of the item as a zoning issue.

Manager Honeycutt presented the request to remove the title of interim for Pia Cash who he requested serve as Animal Shelter Manager effective September 15, 2023, with a salary increase. Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve.

Manager Honeycutt presented the request on behalf of the Finance Department for the hire of Brandi Rice for the position of Finance Technician effective September 18, 2023, at the listed salary. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt with discussion being had by the Board, the Board voted unanimously to approve.

Manager Honeycutt presented the request on behalf of the Library for the hire of Cindy Graves for the position of Substitute Circulation Attendant effective September 11, 2023, at the hourly listed salary. Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to approve.

e. Attorney-Client Privilege for Discussion of Potential Litigation Regarding Zoning Issue

Chairman Wechtel requested to enter into closed session to prevent disclosure of privileged information pursuant to N.C.G.S 143-318.11 (a)(1) in regard to potential litigation on planning and zoning at 8:33 p.m. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to return to open session at 9:41 p.m.

Chairman Wechtel requested to make a technical amendment to the previous motion made to enter into closed session citing the correction as N.C.G.S 143-318.11 (a)(3) being the reason to enter into closed session instead of N.C.G.S. 143-318.11 (a)(1) which was originally stated. Counsel was provided by County Attorney Laws. Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to approve.

Agenda Item 11: Adjournment

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 9:45 p.m.

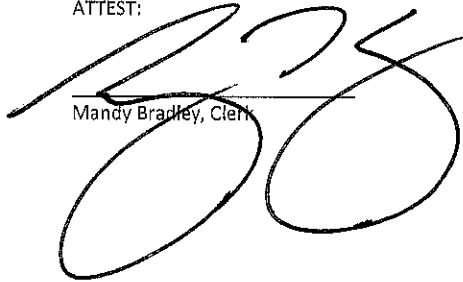
This the 5th day of September 2023.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County
Board of Commissioners Agenda
September 5, 2023

Attachment 1.1

7:00 P.M.

Meeting Called To Order

Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Consent Agenda
 - a. Connect South Contract
 - b. Employee Assistance Network Contract
 - c. Transportation Services Agreement Request
 - d. Hazard Mitigation Designation of Applicant's Agent Update
 - e. Cooperative Extension-Madison County Center Golden LEAF Funding Award Transfer Request
 - f. 2023-2024 School Nurse Memorandum of Agreement
 - g. Approval of August 8, 2023 (Special) Meeting Minutes; August 8, 2023 (Regular) Meeting Minutes; August 22, 2023 (Special) Meeting Minutes
3. Public Comment
4. Daniel Metcalf, Transportation and Operations Director
 - a. Vehicle Propane Conversion Presentation
 - b. FY24 Transportation Grant Agreement for Rural Formula Grant Program
5. Public Hearing Madison County Transportation Authority FY25 Grant Funding Application
 - a. Presentation-Daniel Metcalf, Transportation and Operations Director
 - b. Public Comment
 - c. Discussion
 - d. Consideration of Approval
6. Chris Maney, Parks and Recreation Director
Parks and Recreation Board By-Laws Amendments
7. Kary Ledford, Finance Officer
 - a. Budget Amendment #3
 - b. Financial Report
8. Rod Honeycutt, County Manager
 - a. County Manager's Update
 - b. County Owned Surplus Property
 - c. County Board Appointments
 - d. Personnel
 - e. Attorney-Client Privilege for Potential Litigation Regarding Zoning Issue
9. Adjournment

Madison County

Matt Wechtel

Chairman, Madison County Board of Commissioners

P.O. Box 579

Marshall, NC 28753

mwechtel@madisoncountync.gov

Service Contract - 2024

The following constitutes an agreement (or the "Agreement") between **Madison County** ("the Client") and **ConnectSouth LLC** (the "Consultant"). The following outlines the terms of the new Agreement by which the Consultant will represent the interests of the Client in the state of North Carolina (the "Service Area").

1. **Scope of Association.** The Consultant agrees to represent and advise the Client on all matters pertaining to the Client in the Service Area. The Consultant will meet with representatives of various governmental entities to include but not limited to the state legislature, county commission, and state and local agencies to represent the Client's interests, including regulatory and appropriations lobbying. The Consultant shall advise the Client on political and policy matters relating to specific Service Area governmental entities and agencies. The Consultant will provide strategic consulting on deals executed. The Consultant has no conflicts of interest in this project and will not undertake representation of any party with interests adverse to those of the Client, which conflict of interest shall be determined in consultation with the Consultant.
2. **General Compliance.** The Consultant agrees to comply with all applicable laws, rules, and regulations, including, without limitation, lobbying and ethics rules governing conflicts of interest, including all disclosure necessary in the Service Area.
3. **Fees.** The compensation to the Consultant is a monthly retainer in the amount of Two Thousand Five Hundred dollars (\$2,500.00) to be billed monthly beginning **January 1, 2024**, and continuing to **August 31, 2024**. Either party can terminate this Agreement with 30 days' written notice. In the event the Agreement is terminated, Consultant will be paid fees and expenses up to the date of termination, but Client shall not be obligated to pay for any remaining months left on the term.
4. **Expenses.** The Consultant will keep track of all costs, disbursements, and expenses such as travel, Federal Express/UPS, meetings, required annual registrations etc. and submit itemized expenses with each billing statement. While operating under this Contract, the Consultant does not need prior approval up to Five Hundred dollars (\$500) which may be expended by the Consultant on behalf of the Client, however, no more than Five Hundred dollars (\$500) shall be incurred without the prior consent of the Client. These expenses will be billed separately from the monthly lobbying retainer.
5. **Confidentiality of Information.** The Consultant shall hold in trust for the Client and shall not use, except in the performance of services for the Client, or disclose to any other party any confidential information (as such term is hereinafter defined), which may be disclosed to or created by the Consultant in connection with the performance of services for the Client. As used herein, the term "confidential information" means any information which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of the Client, except such information which is in

the public domain at the time of its disclosure to the Consultant or which subsequently enters the public domain other than as a result of a breach of duty on the Consultant's part. The obligations imposed by this clause shall survive any expiration or termination of any agreement with the Client with respect to the performance of services, or of the Consultant's employment or assignment to render services in connection therewith. The Consultant understands and agrees that the Client shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

6. Responsibility for Damages. The Consultant agrees to indemnify and save harmless the Client from any loss or liability resulting from the Consultant's breach of the Agreement and from all costs and expenses arising from claims brought against the Client resulting from such breach, including, but not limited to, the Client's legal costs and expenses in defending against same.
7. Statements. A statement shall be submitted monthly to the Client, to be paid by the 1st of each month. Fees, expenses, and disbursements will be set forth separately on each statement.
8. Assignment. Neither party can assign this Agreement unless both parties provide written consent to the other.
9. Severability. All parts of this Agreement, which are found to conflict with any law of the State of North Carolina, shall be null and void, without affecting the enforceability of the surviving portions of the Agreement (except any finding that makes null and void Section 3 of this Agreement shall immediately terminate the whole of the Agreement).
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have set their signatures on the day and year written above.

WITNESSED:

Madison County

(hereinabove referred to as "the Client")



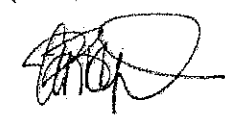
Matt Wechtel

Chairman, Madison Co. Board of Commissioners

9/5/23

ConnectSouth, LLC

(hereinabove referred to as "the Consultant")



April R. Byrd

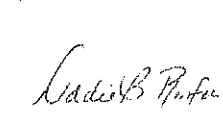
Partner

08/11/2023

Date

ConnectSouth, LLC

(hereinabove referred to as "the Consultant")



Dodie B. Renfer

Partner

08/11/2023

Date

Additional Notes:

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

CONTRACTOR: Connect South

COUNTY DEPARTMENT: Finance

SUBJECT OF CONTRACT: Service Contract 2024

DATE/TERM OF CONTRACT: 9/5/23

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.

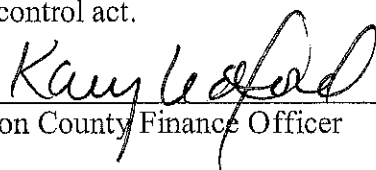
For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: 9/5/23

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

By:  _____
Madison County Finance Officer

EAP
CONTRACT FOR SERVICES

Attachment 2.2

MADISON COUNTY GOVERNMENT
P.O. BOX 579
MARSHALL, NC 28753

THIS CONTRACT is made and entered into by and between **MADISON COUNTY GOVERNMENT**, hereinafter called **EMPLOYER**, and **EMPLOYEE ASSISTANCE NETWORK, INC.**, hereinafter called **CONSULTANT**, this the 1st day of July 2023, for mutual considerations, duties and obligations hereinafter set forth.

A. OBLIGATIONS AND CONSIDERATIONS:

1. **EMPLOYER** agrees to pay **CONSULTANT** a fee of \$4,760.00 (\$17.00 x 280 PEPY) for services rendered, and **CONSULTANT** agrees to provide services hereinafter known as the **EMPLOYEE ASSISTANCE PROGRAM**, a program of services for employees of **EMPLOYER** experiencing a variety of personal problems. The period of performance for this contract shall be the effective date of the agreement July 1, 2023 through June 30, 2024, with an option to renew, such an option period subject to re-negotiation of the fee amount. Payment of the annual fee will be made on an annual basis to begin at the time of contract execution. In the event payment is not received within thirty (30) days of the due date, a late penalty of 3.0% will be imposed for each month delinquent.

FURTHER:

2. **EMPLOYER** agrees that certain elements are essential for the successful administration of the program, and that these elements must be initiated, presented, and maintained by **EMPLOYER**. These essential elements are the following:
 - a. Designate a Program Administrator who shall be in charge of day-to-day program operation and who shall act as liaison between **EMPLOYER** and **CONSULTANT**.
 - b. Allow for up three (3) sessions of training for all management and supervisory personnel. The amount of management/supervisory consultation requested of **CONSULTANT** by **EMPLOYER** will be unlimited.
 - c. Allow for and encourage an employee awareness program to include presentations at employee meetings, display of **EMPLOYEE ASSISTANCE PROGRAM** posters in employee lounge areas and distribution of pamphlets (developed by **CONSULTANT**) which will explain the specific services available through the **EMPLOYEE ASSISTANCE NETWORK**. In addition, up to four (4) sessions of employee education programs may be requested by **EMPLOYER** and provided by **CONSULTANT** to address a variety of topics based on the interest of employees.
 - d. Facilitate site visits between the Program Administrator and the **CONSULTANT**.
 - e. To provide employee data and statistical information essential for measuring program performance.

3. **CONSULTANT**, in consideration of monies to be received, shall provide services to **EMPLOYER**. These services include, but are not limited to the following:
 - a. Offer knowledge, expertise, and assistance in implementing the policy and procedure in relation to troubled employees.
 - b. Provide upon request of **EMPLOYER** up to three (3) sessions of training to all management and supervisory personnel. The amount of consultation will be unlimited. The training and consultation will focus on understanding, identifying and confronting the troubled employee, conducting a motivational interview and using **MADISON COUNTY GOVERNMENT EMPLOYEE ASSISTANCE PROGRAM**.
 - c. Make regular contact with **EMPLOYER** to assist the Program Administrator in maintaining a viable **EMPLOYEE ASSISTANCE PROGRAM**.
 - d. Provide technical assistance in the implementation of the employee awareness program that will include presentations at employee meetings to inform all employees of the purposes, benefits, and intentions of the **EMPLOYEE ASSISTANCE PROGRAM** and development of an employee brochure that will explain the specific services available. **CONSULTANT** will provide posters to be displayed in employee lounge areas to further inform employees of the Program. In addition, **CONSULTANT** will provide upon request, up to four (4) sessions of employee education programs on a variety of topics based on the interest of employees. Provide up to (12) hours of critical incident stress management response (CISM).
 - e. Provide a program of assessment/referral/problem solving services to all employees referred by **EMPLOYER**, based on the employee's inability to satisfactorily perform his/her job responsibilities. Assessment/referral/problem solving services are also offered to employees and any permanent residents of the household who initiate contact on a self-referred basis. Up to five (5) sessions assessment/referral/problem solving sessions will be provided at no cost to the employee and any permanent resident of the immediate household. Parents seeking help for a minor child, under age 18, are encouraged to meet with an EAN counselor for guidance, resources and referral information. The exact number of sessions will be determined by the Employee Assistance Network staff, based on the best interest of the employee or any permanent resident of the household. There are no limits to the number of requests for assistance per employee or any permanent resident household member provided that the various presenting problems are of a different diagnostic category as determined by the Employee Assistance Network staff. Emergency requests for assistance will be responded to immediately. Referrals generated by the management of **EMPLOYER** will be followed and case managed by **CONSULTANT** up to twelve (12) months.
 - f. Provide for access of the **EMPLOYEE ASSISTANCE NETWORK** through the maintenance of a twenty-four (24) hour emergency call service.

- g. Maintain a standard of strict confidentiality in the administration and operation of the **EMPLOYEE ASSISTANCE NETWORK** and related services.
- h. Provide quarterly reports on program utilization.

B. CONTRACT LIMITS, RENEGOTIATIONS AND TERMINATIONS

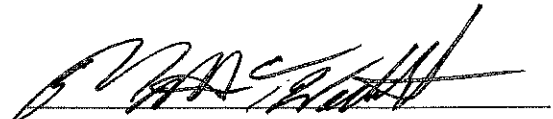
1. The agreement shall remain in effect from the date of execution through June 30, 2024, renewable on an annual basis, subject to re-negotiation of the fee.
2. Notwithstanding the paragraph above, either party may terminate this agreement by giving the other party ninety (90) days prior written notice. In the event any such notice is given, any payment made and unused will be refunded pro-rata to **EMPLOYER**.
3. **CONSULTANT** agrees to indemnify and hold harmless **EMPLOYER** for damage by reason of death or injury to person or property caused by the negligence or tort of any agent or employee of **CONSULTANT** when acting within the scope of his or her authority or within the course of his or her duties of employment.
4. **CONSULTANT** agrees to maintain general and professional liability insurance in the amount of One Million Dollars (\$1,000,000) per incident; Three Million Dollars (\$3,000,000) per aggregate throughout the life of this agreement.
5. **EMPLOYER** agrees to respond to a request by auditors of **CONSULTANT'S** financial records for confirmation of payments made by **EMPLOYER** to **CONSULTANT** under the auspices of this contractual agreement.
6. **CONSULTANT** agrees to respond to a request by auditors of **EMPLOYER'S** financial records for confirmation of payments made by **CONSULTANT** to **EMPLOYER** under the auspices of this agreement.
7. This agreement contains the entire understanding of the parties and it shall not be altered, amended or modified except by the agreement in writing, properly executed by the duly authorized officials of both parties.

EMPLOYEE ASSISTANCE NETWORK, INC.

MADISON COUNTY GOVERNMENT

Dawn M. Klug

Dawn M. Klug, President / COO



Rod Honeycutt, Director - County
Manager

08/03/23

Date

September 5, 2023
Date

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

CONTRACTOR: Employee Ass. Network, Inc
COUNTY DEPARTMENT: Human Resources
SUBJECT OF CONTRACT: EAP Contract for Services
DATE/TERM OF CONTRACT: 9/5/23

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:  _____
Madison County Finance Officer



Madison County Public Libraries

Kim Bellofatto
Library Director
kbellofatto@madisoncountync.gov
828.649.3741

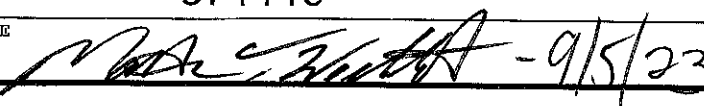
Attachment 2.3

Date: August 24, 2023
To: Board of County Commissioners
From: Kim Bellofatto – Library Director
Re: Agreement for MCTA Transportation Services

The Madison County Transportation Authority has been asked to provide shuttle service for the 2nd annual Native Plant Festival on Saturday, October 14 from 8:00-5:00 at the Marshall Library. This event is being held by the Marshall Native Gardens group in collaboration with the Marshall Library. They would use two vans and two drivers, and Marshall Native Gardens would cover the cost of paying the drivers and operation of the vans.

I am requesting that the Board of County Commissioners approve this request.

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES

| | |
|---|--|
| ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION) Madison County Emergency Services | |
| PRIMARY AGENT | SECONDARY AGENT |
| AGENT'S NAME Christopher Alquiza | AGENT'S NAME Rod Honeycutt |
| ORGANIZATION Madison County Emergency Services | ORGANIZATION Madison County Government |
| OFFICIAL POSITION Emergency Service Director | OFFICIAL POSITION County Manager |
| MAILING ADDRESS 348 Medical Park Dr | MAILING ADDRESS PO Box 579 |
| CITY, STATE, ZIP Marshal, NC 28753 | CITY, STATE, ZIP Marshall, NC 28753 |
| DAYTIME TELEPHONE 828-384-8707 | DAYTIME TELEPHONE 828-649-2854 |
| Email Address calquiza@madisoncountync.gov | Email Address rhoneycutt@madisoncountync.gov |
| PAGER OR CELLULAR NUMBER | PAGER OR CELLULAR NUMBER |
| <p>THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.</p> | |
| CHIEF FINANCIAL OFFICER | CERTIFYING OFFICIAL |
| NAME Kary Ledford | OFFICIAL'S NAME Matt Wechtel |
| ORGANIZATION Madison County | ORGANIZATION Madison County Government |
| OFFICIAL POSITION Finance Officer | OFFICIAL POSITION Chairman, Board of Commissioners |
| MAILING ADDRESS 107 Elizabeth Ln | MAILING ADDRESS PO Box 579 |
| CITY, STATE, ZIP Marshal, NC, 28753 | CITY, STATE, ZIP Marshall, NC 28753 |
| DAYTIME TELEPHONE 828-649-2854 ext 4 | DAYTIME TELEPHONE 828-649-2854 |
| FACSIMILE NUMBER 828-649-1021 | FACSIMILE NUMBER |
| PAGER OR CELLULAR NUMBER | PAGER OR CELLULAR NUMBER |
| APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE): North Carolina | |
| APPLICANT'S FISCAL YEAR (FY) START MONTH: July DAY: 01 | |
| APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER 56 - 6000316 | |
| APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER 371115 | |
| CERTIFYING OFFICIAL'S SIGNATURE  - 9/5/23 | |



Madison County Administration

PO Box 579
Marshall, NC 28753
(828) 649-2854
www.madisoncountync.org

Attachment 2.5

September 5, 2023

Golden LEAF Foundation
c/o Scott Hamilton, President
301 N. Winstead Avenue
Rocky Mount, NC 27804

Re: Madison County Cooperative Extension Value Added Kitchen Award (FY2022-033), Project File Number G-6602

Dear Mr. Hamilton,

Please accept this letter on behalf of Madison County Government for the transfer request of the previous Golden LEAF award granted to Madison County Cooperative Extension (FY2022-033), project file number G-6602.

As of the date of this correspondence, Madison County Government accepts administrative responsibility for the remainder of the funding amount totaling \$274,326.37 which is less the amount that has already been received directly by Madison County Cooperative Extension in the amount of \$29,673.63. Additionally, the County assumes responsibility for all work subject to the provisions of the funding award from this day forward until the expiration of the award, but assumes no responsibility for work or expenses which were subject to the award prior to this date.

Once the Golden LEAF Foundation has approved the transfer request, please forward all documentation including the revised grantee agreement for further approval of the County.

Thank you for your assistance to this matter. Should you have questions or if further assistance is required, please do not hesitate to reach out.

Regards,

Matt Wechtel, Chairman
Madison County Board of Commissioners

MOA for School Nursing Services, June 30, 2023

**Memorandum of Agreement for School Nursing Services
Between the
Madison County Health Department and Madison County Public Schools**

August 1, 2023 through May 31, 2024

Now comes the Madison County Health Department hereinafter referred to as the "Department" and the Madison County Board of Education, hereinafter referred to as the "School" is entered into this contract for the purpose of providing school nursing services to the students of the Madison County School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Madison County Schools, **AND**

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, **AND**

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:418, **AND**

Whereas both the Department and School mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between Madison County Health Department and Madison County Schools",

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and School agree as follows:

THE DEPARTMENT AGREES:

1. To employ and provide 5 ten-month nurse positions to provide school nursing services to the schools for the 2023-2024 fiscal school year. Three of the positions to be funded with funds provided through the School Nurse Funding Initiative (SNFI) and two positions to be funded by the school as set forth herein below. In no event shall the funds provided by the Department for the three SNFI positions exceed those funds that the Department receives through the State of North Carolina through the SNFI program.
2. To provide malpractice insurance and assume responsibility for the nursing practice of five (5) personnel hired as county employees by the agreement.
3. To develop a detailed budget for the use of the funds required to fund the five nurse positions, a copy of the initial budget being attached hereto as Attachment III, and to cooperate with the school in the event of any modifications required for the budget consistent with the terms and provisions of Attachment III and any modifications thereof.
4. To comply with assurances in Attachment I.

MOA for School Nursing Services, June 30, 2023

5. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II. The Department shall comply fully with Attachment II and shall be the "Contractor" for purposes of that attachment.
6. To submit an invoice to the school monthly for expenses, salary and all costs related to the two school nurses employed and additional funding to cover fringe benefits of the other three nurses (in excess of \$150,000) to be paid by School funds.
7. The School shall pay the Department within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
8. To inform the School of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
9. Take every step to ensure continuity during times when positions are vacated.
10. To maintain documentation that each school nurse employed under this Contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
11. The Public Health Lead School nurse is responsible for direct supervision of the remaining four (4) school nurses, coordination of activities, and for a significant amount of planning for system-wide school health activities.
12. The Department Director of Nursing (D.O.N.)/Designee will serve as supervisor for the Public Health Lead School nurse. Additionally, the Department provides the services of the Communicable Disease Program for services related to immunizations and communicable disease control in the school setting and the Environmental Health Program for state-mandated environmental health monitoring.
13. The services provided by the school nurses are in accordance with the guidelines in the N.C. School Health Program Manual, current edition and N.C. General Statutes related to school health.

THE SCHOOL AGREES:

1. To provide adequate space, computer equipment and supplies for the school health program nurse positions.
2. To provide a secure space at each school site to maintain confidentiality of student medical records as required under the Family Educational Rights and Privacy Act of 1974 as outlined in the North Carolina School Health Program Manual.
3. To comply with assurances in Attachment I.
4. To maintain documentation that each nurse employed under this contract is adhering to the scope of services outlined in Attachment II and shall also, upon request of the Department, provide to the

MOA for School Nursing Services, June 30, 2023

This contract shall be in effect for the period August 1, 2023 through May 31, 2024 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon 60 days written notice.

Tammy Cody MHS
HEALTH DIRECTOR

7-5-23
DATE

[Signature]
SUPERINTENDENT OR SUB-CONTRACTOR CEO

8/30/23
DATE

COUNTY FINANCE

DATE

Michael Wall
SCHOOL FINANCE OFFICER

8/30/23
DATE

[Signature]
CHAIR COUNTY COMMISSIONERS

Date: 9/5/23

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

MOA for School Nursing Services, June 30, 2023

Department all plans, reviews, reports and other documents that the School is required by Attachment II to submit and to fully cooperate with the Department regarding the Department's obligations under Attachment II.

5. To pay to the Department within thirty (30) days the amount invoiced by the Department for the School funded nursing position and fringe benefits of the other three nurses (in excess of \$150,000) as set forth herein above and consistent with the terms and provisions of Attachment III and any modifications thereto.
6. To provide supervision within the School consistent with the annual contract. To provide administrative direction. This direction will be the responsibility of the office of the Superintendent Designee and applied by the principals in schools to which nursing personnel are assigned.
7. Share in the responsibility of coaching, mentoring, and counseling all school nurses.
8. **EPINEPHRINE AUTO-INJECTORS ON SCHOOL PROPERTY: § 115C-375.2A.**
 - a. Provide for a supply of a minimum of **two (2)** emergency epinephrine auto-injectors in each school to be used by trained school personnel to provide emergency medical aid to persons suffering from an anaphylactic reaction during the school day and at school-sponsored events on school property;
 - b. Designate one or more school personnel at each school to receive initial training and annual retraining from the school nurse regarding the storage and emergency use of an epinephrine auto-injector;
 - c. The school nurse who is trained in use of Epinephrine Auto-Injectors shall obtain a non-patient specific prescription for epinephrine auto-injectors from a physician or nurse practitioner of the Madison County Health Department. The school nurse will also provide training to designated personnel regarding management of anaphylaxis and the emergency use of an epinephrine auto-injector;
 - d. The principal shall collaborate with appropriate school personnel to develop an emergency action plan for the use of epinephrine auto-injectors in an emergency.

The parties hereto agree that any nurses hired using the funds as provided herein above shall be employees of the Department only and shall not be employees of the School. The parties agree and acknowledge under this Contract, the School is not responsible for employing, directing, controlling, or supervising any nurses except as set forth in this Contract.

This Contract is not intended to grant any rights to any third parties and it shall not be deemed to create any partnership or joint venture between the Department and School.

ATTACHMENT I

ASSURANCES

(To be initialed by Health Director)

Assure that these contracted funds will not be used to supplant existing federal, INITIALS
State, or local funds supporting school nurse positions. Communities will maintain current level of effort and TDC
funding for school nurses.

Assure that school nurses will be allowed to participate in required trainings. INITIALS
TDC

ATTACHMENT II

SCOPE of WORK

I. PURPOSE:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children’s health and their readiness to learn. Funds will be used to employ national certified school nurses(s) or registered nurse (s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

The long-term program outcome supported by the Division of Public Health Agreement Addendum, School Nurse Funding Initiative FY 2023-2024 is:

For Madison County Health Department to decrease the nurse to student ratio from 1:1,045 (at most) in Madison County Schools to 1:418 in order to have a positive impact on improving children’s health and their readiness to learn.

The short-term and/or interim outcomes of the Division of Public Health Agreement Addendum, School Nurse Funding Initiative FY 2023-2024 are:

1. Reduce the nurse to student ratio in Madison County Schools from 1:1,045 to 1:418.
2. Improve access to basic health services for 100% of students served.

II. SCOPE OF WORK AND DELIVERABLES:

The Madison County Health Department shall, for approximately 1,254 students:

1. Employ, three (3) nationally certified school nurses or Public Health Nurse(s) working toward national certification, to work full time:

| | |
|----------------------|-------------|
| Tiffany Jamerson, RN | #SNFI Nurse |
| Kristy Waldroup, RN | #SNFI Nurse |
| Samanta Biggs, RN | #SNFI Nurse |

2. Employ two (2) nationally certified school nurses or Public Health Nurse(s) working toward national certification, funded by Madison County Public Schools.

| | |
|-----------------------|---------------------|
| vacant | School Funded Nurse |
| Morgan Huntsinger, RN | School Funded Nurse |

3. **WORK PLAN:** Submit annually, a written work plan from each school nurse, no later than one month from hire. The work plan shall address the delivery of basic health services, including activities, strategies and goals within, but not limited to, the following areas:

- a. Preventing and responding to communicable disease outbreaks both within the school and in the community at large;

- b. Developing and Implementing plans for emergency medical assistance for students and staff;
- c. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
- d. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
- e. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals, and;
- f. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: (I.e. Health Assessments; Immunization Status Report; Blood-borne Pathogen Control Plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health).
- g. Serve as coordinator of health services program in their assigned schools and provide nursing care.
- h. Provide health education to students, staff, and parents.
- i. Identify health and safety concerns in the school environment and promote a nurturing school environment.
- j. Support healthy food services programs.
- k. Promote healthy physical education, sport policies, and practices.
- l. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
- m. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
- n. Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
- o. Be available to assist the county health department during a public health emergency.
- p. Assure CPR/First Aid training for staff.

The work plan shall also outline the steps the nurse(s) will take toward completing degree and certification requirements, if not already certified, **no later than three** years from the date of employment as a school nurse in North Carolina.

- 4. **AND**, as required by House Bill 200 SL 2011-145 Section 10.22 (b) --School nurses funded by SNFI does not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the enumerated items, as listed therein, with respect to school health program.
- 5. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by January 31 (if hired at start of school year) or by a date to be determined with Division Public Health (DPH) regional school nurse consultant, if hired at a date different from start of school year.
- 6. **ANNUAL REPORT:**
 - a. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above.

- b. Any information regarding strengths, challenges and the accomplishments of the position shall also be reviewed.
 - c. The report form for the annual report of data will be provided to the Department and each SNFI nurse in the fall of each school year for planning purposes.
 - d. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school; or upon a date to be determined with the DPH regional school nurse consultant.
7. As a result of this contract, the following outputs shall be attained:
- Employ Five (5) public health registered nurses(s) to work full time to serve 2,580 students.
 - Prepare and submit to the RSHNC an annual Work Plan to assure the provision of basic health services.

9. PERFORMANT MEASURES/REPORTING REQUIREMENT:

- a. Submit to the Division of Public Health Program contact within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
- b. Notify the Regional School Nurse Consultant in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the DPH Program contact upon execution of the contract. This notification must include all items listed on the form, including information about nursing education and certification.
- c. Notify the Regional School Nurse Consultant within (4) working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
- d. Upon hiring, assure that the registered nurse(s) hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
- e. Submit a Mid-year and annual report as outlined above in Section II by the due dates defined in paragraphs 5-6, on a form supplied by the Division, by the specified date.
- f. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
- g. Assure that newly hired School Nurse Funding Initiative (SNFI) School nurse(s) will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees.
- h. Up to \$750 of SNFI may be budgeted for participation in professional development workshop(s) or conferences(s).

I. TRAINING:

The school nurse(s) **must** participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course later in the school year, unless previously attended within five years. If the nurse(s) has (have) previously attended that workshop, **assure** that the school nurse will be allowed to participate in: School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses workshop, or the Annual School Nurse Conference.

- j. Collaborate with the School Nurse Consultant on DPH Initiatives in an effort to help implement these at the local level (e.g., School Nurse Case Management project, Immunization initiatives, etc.).
- k. Assure that school nurses(s) employed through this contract will be supported at the same level as other school nurses(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
- l. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the Regional School Health Nurse Consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
- m. Be available to assist the Department during a public health emergency. All School nurses, upon hire, will complete an orientation with the Department that includes Emergency and Disaster Response, Incident Command System (ICS) training 100b, 700.a, 800.b in addition to ICS 200.b, 300, 400, if a supervisor, Hazard Communication, and Employee Respiratory Protection.
 - a. Emergency and disaster service by SNFI nurses is an allowable use of their time.
 - b. SNFI nurses are made available to assist the local health department by the health director and/or their designee contacting the superintendent for the nurses' assistance.
 - c. The Department is responsible for the school nurses and their oversight during regular employment and disaster/preparedness response.
- n. Assure that the priority of the allocation during a full year will support salary a fringe for the school Nurse (s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in letter k above.

Note: No other expenditures are allowable using this allocation.

- o. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated; state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
- p. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.

MOA for School Nursing Services, June 30, 2023

- q. Provide immediate notification to the regional school nurse consultant should a change in local school nurse full time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse.
- r. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health Program Contact upon execution.

10. PERFORMANCE MONITORING AND QUALITY ASSURANCE:

The Department shall adhere to the following service quality measures for this contract:

- a. Service is provided by nationally certified school nurse(s).
- b. If the nurse hired with these funds is not nationally certified, service shall be provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three (3) years of employment as a school nurse in North Carolina.
- c. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
- d. Resources that shall be consulted are:
 - The NC School Health Program Manual, latest edition;
 - Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
- e. Services are provided in a culturally sensitive manner.
- f. School nurse services shall be provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable.
- g. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed in regards to records that become part of the student's educational record. US Department of Education and NC department of Public Instruction guidelines are a resource.
- h. This contract will be monitored according to the following plan:
 - a. MCHD finance staff will review budgets and expenditures to assure that funds are spent according to agree upon budgets on a monthly basis.
 - b. Program staff and DPH Program Contact, with Regional School Health Nurse assistance, will monitor vacancies, recruitment and hiring, and certification status or progress towards certification.

MOA for School Nursing Services, June 30, 2023

- c. Program staff will maintain regular contact (e-mail, phone, on-site) with the MCHD to review progress on contract deliverables.
- d. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in Agreement Addendum.
- e. At midyear, and more often if necessary, regional school nurse consultants will review progress on Agreement Addendum deliverables and provide a sub-recipient monitoring report to the DPH Program Contact. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in the Agreement Addendum, the Department will work with the Regional Consultant and the DPH Program Contact to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
- f. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

11. FUNDING GUIDELINES OR RESTRICTIONS:

- a. The department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
- b. The department shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.
- c. If the SNFI nurse(s) is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse(s) salary, fringe benefits, and continuing education.

Program Goals and Objectives:

The goals and objectives of the Madison County School Health Program have been developed by representatives of the school system and the health department at meeting of the School Health Advisory Committee and agreed upon by the Madison County Program Manager and Health Director. The school health plan's overriding objective is to create a joint collaboration and deliberation of representatives of the Madison County Health Department and Madison County Schools. Goals and objectives focus on developing health programs to meet present day needs of students and to participate in staff wellness as needed.

- I. Services will be provided in accordance with standards set by NC Department of Health and Human Services, NC Department of Public Instruction, and the NC School Health Program Manual.
- II. School nurses shall be considered agents of Madison County Schools while on school grounds.
- III. Medical direction for school nurses providing services in the schools of Madison County will be provided by the Medical Director or medical provider(s) of Madison County Health Department.
- IV. The school system and health department will appoint administrative liaison personnel who shall be responsible for reviewing School Board approved policies and procedures and for drafting recommended new policies or procedures that may be necessary to ensure continued operation of the program. The school health nurses shall follow all policies and procedures governing the school system.
- V. The school system and health department will conduct on-going evaluation of their cooperative efforts through monthly meetings of the School Health Advisory Committee.

Roles/Responsibilities for Each Agency:

Administration, Supervision, Joint Program Planning and Evaluation:

1. Madison County Health Department and the school system have specific responsibilities which are clearly defined as the result of joint planning and evaluation.
2. The school system's Curriculum Director serves as the key contact person for planning and facilitating the health services in the schools and serves as the key contact person for health education curriculum matters.
3. The health department's program manager and supervisors of the School Health Nursing Program provide the hiring, terminating, and supervision of school health nurses.
4. The school nurse (hereafter referred to as "nurse") establishes contact with the principal at the beginning of each school year. The principal serves as the person with whom the nurse works closely in delivering services in schools.
5. Selected Madison County Health Department Health Education staff provides educational sessions and consultations upon request and availability, in addition to nurses.
6. Nurses coordinate dental screenings each year to be provided by a contracted agency.
7. Madison County Health Department, with input from Madison County Schools, provides program planning and evaluation of School Nursing Services in Madison County Schools.
8. School health records created and maintained by the nurse will be kept separately and stored in a locked cabinet provided by the school. Records will be kept at the school in compliance with FERPA and Madison County Schools student records policy. The school health record becomes a part of the cumulative record and thereby property of Madison County Schools. The school principal shall have access to the locked cabinet as needed.
9. Madison County Schools will provide email accounts, renewable each year, for each school nurse and access to PowerSchool, the web-based tool for student information and electronic documentation and will provide technology support. Madison County Schools will provide nurses access to the internet network in all sites.

Identification and Monitoring of Children with Health Care Needs:

To identify health problems, which may interfere with the student's performance in school.

Health Assessment- Record Review and Referral (GS 130A-440)

School Responsibilities

1. Distribute Health Assessment forms to parents at kindergarten registration and to all students new to North Carolina public schools.
2. Designated school staff member will review each Health Assessment form and assure completeness.
3. Distribute pupil data sheet at the beginning of the school year to all students.
4. Review health assessment and pupil data sheets and initiate appropriate follow-up for identified health problems by referring to the nurse.

Nurse Responsibilities

1. Follow-up on identified health problems as referred by school staff.
2. Review all health assessments with school staff.
3. Nurse will consult with school staff, who review the records of students entering school.

Conferences with Teachers and Parents

Nurse Responsibilities

1. Meet with teachers to evaluate health status and plan for referral and/or follow-up.
2. Review health records with teachers and others as appropriate or requested.
3. Assist parents and school personnel with referral to appropriate resources for further evaluation of potential health problems.
4. Assist school staff with increasing the percentage of documented completed health assessments.

Medication Administration-to ensure that children who require medication during the school day receive it in a safe and prudent manner according to state laws, local written policies and procedures, and professional standards.

School Responsibilities:

1. Develop a written policy and procedure for medication administration and medication destruction that is to be implemented in all schools within the system.
2. Provide proper storage space in each school to ensure that medications are secure, yet readily accessible to staff and students involved.
3. Principals designate one or more persons and back-up person in their school to be responsible for the security and administration of the medication.
4. Principals should ensure that designated school personnel are adequately trained to administer medication in a safe, prudent, and confidential manner.
5. Provide written medication procedures and necessary forms to parents and health care clinicians and communicate with them as needed.
6. Notify the parent/guardian if an error is made in administering medications. Document all errors and report them to the school nurse. If an error results in any concern about the safety of the student, immediately contact the student's healthcare clinician or the school nurse.
7. Notify parents to remove medication that is no longer prescribed.
8. Notify nurse of medication needing destruction and assist with destruction.
9. Notify nurse in advance of all students requiring medication administration during field trips out of the state of NC.
10. Principals should ensure that all emergency medications are removed from the building in an event of an evacuation.

Nurse Responsibilities:

1. The lead school nurse will serve on a school system committee for the development and annual evaluation of written school policy and procedures for medication administration and medication destruction.
2. Serve as consultant to principals, school staff, parents, and students regarding medication safety and concerns at school.
3. Provide training for school staff who are assigned the responsibility for administering and safely securing medications at school.
4. Ensure that all written parent and doctor authorizations and medication logs of all medications administered by school personnel are properly maintained.
5. Conduct reviews twice a year of medication storage and administration for compliance with procedures. Recommend changes to principals.

MOA for School Nursing Services, June 30, 2023

6. Serve as liaison with parents, healthcare clinicians, and the appropriate individuals regarding status and effectiveness of student's medication treatment plan.
7. Administer medications as an agent of the school.
8. Monitor the safe destruction of medication that has not been removed by the parent after appropriate notification by the school.

Management of Chronic Health Problems-to address chronic health problems, which may interfere with a student's school performance.

Procedure Development, Training, and Health Care Plan Development:

School Responsibilities:

1. Review information for registration forms, health assessments, PowerSchool medical alerts and health cards to identify health related conditions of students.
2. Communicate above information to the school nurse.
3. Maintain completed care plans in designated place of the school. Care plans to be shared with school personnel as needed.

Nurse Responsibilities:

1. Send parent letter and appropriate care plan to parent of students with health-related conditions by mail or by the student.
2. May also collect care plan information from parents of doctor.
3. Upon return of care plan using parent's information, review the health care plan.
4. Give copy of completed care plan to appropriate teachers.
5. Formal nursing case management services will be provided on a selective basis as time allows.

Emergency administration of medication to students known to have prescribed medications, such as EpiPen, Glucagon, Dlastat, etc. at school:

School Responsibilities:

1. Inform the school nurse immediately of any student known to have an emergency medication.
2. Designate staff persons responsible for receiving training in and the responsibility for administering these medications.
3. Have a copy of "Authorization of Medication for a Student at School" within easy access to those designated personnel.

Nurse Responsibilities:

1. Develop and Emergency Care Plan/Individual Health Plan for those students requiring these medications in an emergency.
2. Train school staff in use of same.

Medical and Dental Emergencies

School Responsibilities:

1. Designated school personnel will have current certification in First Aid and CPR.
2. Medical and dental emergencies will be handled by trained school personnel and referred to parent/guardian/emergency facility.

MOA for School Nursing Services, June 30, 2023

3. The school will maintain emergency information on each student.
4. Inform the nurse of those students with known life threatening or chronic medical conditions.

Nurse Responsibilities:

1. Develop and Emergency Care Plan/Individual Health Plan for those students with known life-threatening or chronic medical conditions who have been referred to the nurse.
2. Provide in-service training for school staff on need-to-know basis.
3. Act as a liaison between school staff, parent/guardian and health care clinician.

Consultation-to advise school personnel and students about school and child health.

School Responsibilities:

1. Notify nurse of students with acute or chronic health problems and students with medications.
2. Report students with suspicion of communicable illness.

Nurse/Public Health Responsibilities:

1. Nurse will provide consultation and assistance related to health to school personnel regarding the following areas:
 - a. Control of communicable disease
 - b. Life endangering conditions
 - c. Potentially handicapping conditions (including physical, psychological, and socioeconomic)
 - d. Handling medical emergencies
 - e. Environmental hazards
 - f. Accident prevention
 - g. Medication information
2. Staff may participate in faculty meetings to provide health and medical information on health department services.
3. Staff may participate in parent education sessions.
4. Staff will respond to referrals or questions and follow through, providing information or answers as appropriate.
5. Staff will consult with school personnel in regard to their individual health concerns as needed.
6. Nurse will assist school personnel in planning health rooms and emergency kits.

Concussion Awareness and Safety-Gfeller-Waller Concussion Awareness Act of 2011 GS 115C-12 (23)

Return-to-Learn After Concussion NC State Board of Education Policy HRS-E-001 GS 115C-12 (12)

School Responsibilities:

1. Principal or designee shall ensure that the school nurse is provided annually with head injury information provided by the state board of education.
2. Appointed school staff/designee will develop a specific emergency action plan in writing to be distributed to appropriate personnel to be reviewed and rehearsed annually.

Nurse Responsibilities:

1. Review and sign the concussion/head injury information sheet, as provided.
2. Return a copy to the appointed school staff/designee.
3. Serves on concussion management team to obtain information from the health care provider to guide the need for accommodations.

Access to Health Care-to facilitate correction of health problems, which may interfere with the student's school performance.

Infestation/Communicable Infection Management:

School Responsibility:

1. Manage screening, referral and criteria for school re-entry in regard to infestation.

Nurse Responsibility:

1. Instruct school personnel on the epidemiology and detection of infestation and communicable infections by school request.

Vision Screening:

School Responsibilities:

1. Record test results on all screened students.
2. Refer students in any grade with suspected visual problems to the nurse.
3. Provide a suitable location for screening to take place.

Nurse Responsibilities:

1. Screen students in 1st, 3rd, 5th & 7th grades and students new to the school system with an approved eye chart, or other appropriate screening test during the school year.
2. Refer students with 20/40 or less visual acuity or those falling into any questionable category to a provider.
3. Rescreen, refer for appropriate care, and follow-up.

Hearing Screening:

School Responsibility:

1. Provide a suitable location for screening to take place.

Nurse Responsibilities:

1. Complete hearing screenings and coordinate with audiologists.
2. Refer for a medical intervention or audiological exam by an audiologist.
3. Assist school personnel to find a source of care for those students with continuing unmet needs after evaluations and several contact with parents by school.

Dental Screening:

School Responsibilities:

1. Notify teachers and designate space for screening.
2. Complete class rosters and screening forms.
3. Send dental screening forms to parents.

Nurse responsibilities:

1. Schedule screening time.

MOA for School Nursing Services, June 30, 2023

2. Have health cards and forms available prior to screening.
3. Determine grade level for screening.
4. Provide student roster and dental screening forms.
5. Nurse will assist contracted company with follow-up as needed.

Referral and Follow-up of Medical Conditions:

School Responsibility:

1. Notify parent/guardian of any suspected health problems by telephone, letter or home visit, or refer suspected health problems to the nurse.

Nurse Responsibilities:

1. Notify parent/guardian of any student screened, who has been determined to need a referral. At least two (2) different attempts to contact parent/guardian will be made. These attempts and outcomes will be recorded in nurse's school notes.
2. Assist parent/guardian in obtaining health care for the student. Students having no personal physician will be assessed for eligibility for care through appropriate community resources.

Children with Special Health Care Needs-to identify health problems that may interfere with learning.

Counseling and Consultation:

School Responsibilities:

1. Include the nurse as a consulting member of intervention committees where students may be identified and referred for nursing and other health care interventions.
2. Provide access to records of exceptional children.
3. Each LEA shall make available a registered nurse for assessment, care planning, and ongoing evaluation of students with special health care service needs in the school setting.
4. Annual training of school personnel per state law on Diabetes Care for Students in Schools (GS 115C-47).
5. Notify nurse in advance of all students requiring health care during field trips out of the state of NC.

Nurse Responsibilities:

1. Serve as a consulting member of special services committees. Provide counseling and consultation to parents and school personnel.
2. Review the health records of exceptional children referred to nurse, assist in obtaining the appropriate screening and further evaluation as needed. Review and interpret findings with school personnel and discuss planned follow-up.
3. Assist parents of students needing special health care in securing services.
4. Develop and Emergency Medical Information Plan for students with a chronic disease and/or significant health problem that are referred to the nurse.
5. Assist first responders in following emergency care plan including special procedures.
6. Determine whether delegation of nursing care is needed by assessing the individual student's requirements to participate during the instructional day.
7. May require completion of Referral Request Form to provide supplemental nursing services through the EC Department.

MOA for School Nursing Services, June 30, 2023

8. Serve as consultant to parents/guardians, teachers, and cafeteria managers regarding special dietary needs resulting from allergies or other medical conditions.
9. Assess health care needs of students participating in out of state field trips and make recommendations on services needed to principal.
10. Provide case management for students with complex health conditions to determine interventions to improve their disease management and academic achievement.

Communicable Disease Control and Prevention Activities

Immunization Compliance: assist schools in complying with North Carolina GS 130A-152 through 157.

Record Review and Exclusion-students entering school initially, pre-school classes, grade K or 1, or students transferring grade K-12 must present a record of completed mandated immunizations within 30 calendar days of the first day of attendance.

School Responsibilities:

1. Inform parents of requirements and request immunization records.
2. Copy and record immunizations on permanent health record and return original immunization record to parent/guardian.
3. Give incomplete or questionable immunization records to nurse to review.
4. Inform parent/guardian of consequences of incomplete or no immunization record.
5. Exclude any student from school who does not present a complete immunization record in accordance with GS 130A-155 specifications.
6. Notify nurse prior to student being excluded from school for nurse to follow-up.

Nurse Responsibilities:

1. Assist in review of incomplete or questionable immunization records.
2. Train and consult with school staff whom review all immunization records of students entering the school.
3. Advise principal of students not in compliance.
4. Assist parent/guardian in obtaining required immunization records.
5. Keep principal informed of any special problems.
6. Develop immunization review procedure with the cooperation of school personnel and assist school staff in implementation of procedure.

Health Education-serve as a resource to the school's health education program

School Responsibility:

1. Implement the NC Healthful Living Education Standard Course of Study.

Nurse/Health Educator Responsibilities:

1. Serve as resource for school personnel in health education fields.
2. Provide, as time allows, by school request, classroom instruction, small group leadership, and individual student health education as part of the NC Healthful Living Education Standard Course of Study.
3. Serve on the Madison County Schools School Health Advisory Council.

MOA for School Nursing Services, June 30, 2023

Environmental Health-to assure that the physical facilities and food handling practices do not endanger the health of students, teachers, other school staff or others using the premises.

School Responsibility:

1. Adhere to health and safety regulations pertaining to food handling and physical environment.

Nurse Responsibility:

1. Report to school principal any environmental hazard so that school maintenance can be alerted.

Health Department Responsibility:

1. Environmental health specialist will inspect lunchrooms in each school as required by state, and wells and septic systems according to state criteria. School buildings are inspected once a year.

Safe Environment

School Responsibilities:

1. Maintain adequate first aid and sickroom supplies and facilities.
2. Provide First Aid/CPR training to appropriate school personnel.
3. Develop, recommend, and implement procedures for illness and accident care.
4. Maintain a system of accident reports.

Nurse Responsibilities:

1. Inform principal if unsafe areas or equipment is observed.
2. Serve as consultant in terms of facilities and equipment for students with special needs.

Emergency and Disaster Preparedness (Including Pandemic Response)- to provide the principal and school crisis team with a set of quick reference guides to follow in the event of a school crisis.

School Responsibility:

1. Refer to the Emergency Operations Plan (including the Pandemic Response Plan). Must ensure that school nurse's role is defined in crisis plan.

Nurse/Health Department Responsibilities:

1. Assist schools in the event of an emergency, and to adhere to the response measures as indicated and directed by school board policy or procedure.
2. Refer to the Emergency Operations Plan (including the Pandemic Response Plan).
3. In the event of a public health emergency, nurses will be deployed where needed within Madison County in accordance with MCHD guidelines and Madison County School policy and procedure.

Records and Reports- to document health services as required by federal, state, and local guidelines, to provide a mechanism for auditing and maintaining appropriate health information.

School & Nurse Responsibilities:

1. A health record will be maintained and may be kept separate from a cumulative folder. Recording and maintenance of these records shall not violate FERPA. The record shall include the following: the student's health status at the time of school enrollment or transfer, including immunizations, results of screenings and evaluations, results of services rendered by referral source, and a plan for continuity of care, if indicated.

MOA for School Nursing Services, June 30, 2023

2. A health record will be created or transfer health record filed and reviewed by school staff for immunization compliance and chronic medical conditions. Problems with immunization compliance or health conditions will be reported to the nurse.
3. School Board approved policies will be followed for records management.

School Health Advisory Committee:

1. Provide a mechanism to develop specific policies and procedures and to maintain an avenue of communication between the health department and school system.
2. Review policies and procedures related to school health and make recommendations to the health director and school superintendent as needed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 11, 2023

Mr. Mark Snelson, Chairperson
Madison County Board of Commissioners
P.O. Box 131
Marshall, North Carolina 28753-0131

RE: FY24 Community Transportation Program (Section 5311)
Project No.: 24-CT-018
WBS Element No.: 36233.70.25.4 (Capital I)
Period of Performance: 7/1/2023-6/30/2025

Dear Mr. Snelson:

On April 5, 2023, the Board of Transportation approved your organization's request for an FY24 Community Transportation Grant in the amount of \$69,560. The agreement to be executed between Madison County Transportation Authority and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

Ryan Brumfield
Director

RB\mf
CC: Daniel Metcalf, Director
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

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Federal Funded Programs:

- 5303 Metropolitan Planning Grant
- 5307 Urbanized Area Formula Grant
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant
- 5311 Community Transportation Rural Formula Grant
- 5311 Appalachian Development Transit Assistance Grant
- 5311f Intercity Bus Grant
- 5317 New Freedom Grant
- 5339 Bus and Bus Facility Grant
- FTA American Rescue Plan Act (ARPA) Grant

THIS AGREEMENT made this the 5 day of September, 2023, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and MADISON COUNTY TRANSPORTATION AUTHORITY, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation and appropriation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from July 1, 2023 to June 30, 2025. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project.** Madison County Transportation Authority will use the capital funds to purchase 10 bi-fuel propane conversion kits. Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **SIXTY-NINE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$69,560)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, with Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

| Capital I WBS | Capital Total | Capital Federal (80%) | Capital State (10%) | Capital Local (10%) |
|--------------------------|--------------------------|----------------------------------|--------------------------------|--------------------------------|
| 36233.70.25.4 | \$69,560 | \$55,648 | \$6,956 | \$6,956 |
| Agreement # | | | | |
| Project Total | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | \$69,560 | \$55,648 | \$6,956 | \$6,956 |

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that

falls to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment shall be provided upon request.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all operating revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project

- iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and

eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- I. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS § 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.

- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereo, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 08 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions that are included in the current FTA Master Agreement.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms, conditions, certifications, and assurances included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the

Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally

required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

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

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

**MADISON COUNTY
TRANSPORTATION AUTHORITY**

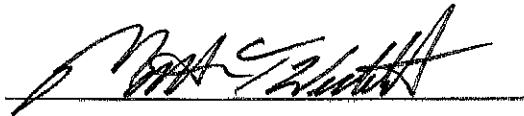
SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

56 6000316

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2025

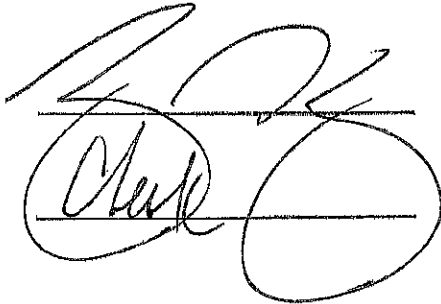
BY:



TITLE:

CHAIRPERSON

ATTEST:



TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Daniel Metcalf

Title: Director

Agency: Madison County Transportation Authority

Address: 387 Long Branch Road Marshall, NC 28753

Email: dmetcalf@madisoncountync.gov

Phone: 828-649-2219

**Attachment 1
Certification Regarding Lobbying**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 24-CT-018
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE 7/1/2023

PROJECT SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
 PROJECT DESCRIPTION: FY2024 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES
 DEPARTMENT - 4523 CAPITAL I - SUPPORT EQUIP & FACILITIES 36233.70.25.4 \$69,560
 PERIOD OF PERFORMANCE JULY 01, 2023 - JUNE 30, 2025

II. TOTAL PROJECT FUNDING

| | <u>TOTAL</u> | <u>FEDERAL</u> | <u>STATE</u> | <u>LOCAL</u> |
|--|------------------|-----------------|----------------|----------------|
| CAPITAL I - SUPPORT EQUIP & FACIL 36233.70.25.4 AGREEMENT # | 100% \$69,560 | 80% \$55,648 | 10% \$6,956 | 10% \$6,956 |
| TOTAL BUDGET | \$69,560 | \$55,648 | \$6,956 | \$6,956 |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 24-CT-018
SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
WBS ELEMENT: 36233.70.25.4
DEPARTMENT 4823 - CAPITAL I - SUPPORT EQUIP AND FACILITIES

| <u>TITLE</u> | <u>DESCRIPTION</u> | <u>APPROVED BUDGET</u> |
|--------------|-------------------------------|----------------------------|
| G659 | Other Equipment | \$69,560 |
| | TOTAL CAPITAL I BUDGET | \$69,560 |
| | TOTAL CAPITAL BUDGET | \$69,560 |

UNIFIED GRANT APPLICATION

NON-STI RURAL EXPANSION VEHICLE REQUEST FORM

PART 1: Applicant Information

| | |
|---|---|
| Legal Name of Applicant: | Madison County Transportation Authority |
| Applicant's Congressional District (If Applicant's city is included in more than one district, enter primary district only): | 11 |
| Applicant's County (If Applicant has offices in more than one county, list county where main office is located): | Madison |
| Address: | 387 Long Branch Road |
| City, State, Zip: | Marshall, NC 28753 |
| Federal Taxpayer ID Number: | 566000316 |
| Doing Business As (DBA) Name: | Madison County Transportation Authority |
| Applicant's Unique Entity ID(UEI) (Register your Entity or get a Unique Entity ID at: https://sam.gov/content/duns-uei) | 831052873 |
| Parent Agency UEI: | |
| Applicant's Service Area's Congressional District (If service area is included in more than one district, enter primary district only): | 11 |
| Project's Service Area (list the county or counties that will be served by the proposed project): | Madison |

Project Manager and Contact Information

| | | | |
|--|-------------------------------|------|--|
| Name of Project Manager: | Daniel Metcalf | | |
| Title: | Director | | |
| Address: | 387 Long Branch Road | | |
| E-mail: | dmetcalf@madisoncountync.gov | | |
| Phone Number: | 828-649-2219 | | |
| Mobile Phone Number: | | FAX: | |
| Alternative Contact Information (in absence of Project Manager) | | | |
| Name: | Kathy Proffitt | | |
| E-mail: | kproffitt@madisoncountync.gov | | |
| Phone Number: | 828-649-2219 | | |

UNIFIED GRANT APPLICATION

Table 1: Fleet information

| Current Vehicle Inventory (enter number in fleet) | | | | | |
|---|---|-------------|---|--------------------|---|
| Vans | 1 | Vans/Lifts | 9 | Sedans or Minivans | 1 |
| LTV's | | LTV's/Lifts | | Buses | |
| Average Fleet Age (in Miles as of June 30, 2023) 78,683 miles | | | | | |
| The project conforms to FTA's spare ratio guidelines. <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unsure | | | | | |
| Explanation of fleet make-up or fleet concerns (if necessary) | | | | | |

Vehicle(s) Requested in FY 2025 Non-STI Rural Expansion Vehicle Application

| Vehicle Type (enter number of each type requesting) | | | | | |
|---|--|-------------|---|--------------------|--|
| Vans | | Vans/Lifts | 2 | Sedans or Minivans | |
| LTV's | | LTV's/Lifts | | Buses | |

Federal Financial Assistance Transparency Act

Federal Financial Assistance Transparency Act (FFATA) mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); and
- Those revenues were greater than \$25M; and
- The public does not have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA.

Applicant should select "Yes" if they are subject to the reporting requirements of FFATA and "No" if they are not subject to Executive Compensation Reporting. YES No

Executive Compensation Reporting: If "Yes" is selected above, enter the Names and Compensation amounts for the top five officers of the Applicant.

| | <u>Full Name</u> | <u>Total Compensation</u> |
|---|------------------|---------------------------|
| 1 | | \$ _____ |
| 2 | | \$ _____ |
| 3 | | \$ _____ |
| 4 | | \$ _____ |

5 _____

\$ _____

PART 2: Project Information

IMPORTANT: Please remember to include any onboard the vehicle equipment that would be needed with the new expansion vehicle.

| | |
|---|---|
| Project Name | |
| Type(s) of Capital Project (vehicle expansion). Describe the project(s) to be funded. | <p>Madison County Transportation Authority is seeking two additional lift transit vans to meet current and growing demand. The MCTA currently operates 11 vehicles and has cancelled routes when two of those vehicles have been in the shop for repairs or service maintenance. We have seen an increase in riders, rides, and miles. This increase of miles has our vans reaching oil change milage at a faster rate than before. Often one or two vans have to be in for oil changes at the same time.</p> <p>Increasing our fleet would allow MCTA to meet the demand for transportation service in Madison County.</p> |
| | FY 2025 |
| Federal Amount Requested = | \$168,000 |
| Local match amount = | \$21,000 |
| Total project cost = | \$210,000 |

2-2. Project Readiness

- a. Describe the project plan in detail and provide a timeline and milestones for the completion of the project. This description should **completely describe** what you want to accomplish and how you are going to accomplish it once you receive the funding. The applicant may wish to attach the following documents with the application, but these documents are not required: maps, pictures, marketing plans, draft brochures, charts, or graphs and/or route schedules that support the request for funding, demonstrate the need or illustrate the applicant's preparation. If the applicant is working in partnership with or coordinating with other agencies or organizations, letters of support from these agencies or organizations may be attached with the application. Your detailed answer should be one half to one whole page long.

Elderly and disabled citizens of Madison County have limited service from the Madison County Transportation Authority. The residents have no access to services such as Uber, Lyft, or Taxis in the area at a reasonable cost. Any such services have to come from

UNIFIED GRANT APPLICATION

Asheville and make them cost restrictive. Any life-sustaining transportation is provided by neighbors, family, or friends if available. Many of the residents are very isolated and neighbors are a good distance away.

Madison County Transportation Authority is seeking two additional lift transit vans to meet current and growing demand. The MCTA currently operates 11 vehicles and has cancelled routes when two of those vehicles have been in the shop for repairs or service maintenance. We have seen an increase in riders, rides, and miles. This increase of miles has our vans reaching oil change mileage at a faster rate than before. Often one or two vans have to be in for oil changes at the same time.

Increasing our fleet would allow MCTA to meet the demand for transportation service in Madison County and eliminate cancelled routes/trips when vans are out of service. The expansion of two additional vans will also allow us to continue to expand our services in the future.

- b. Describe how the expansion vehicle will enhance the operation of the transit system and what goals are expected to be met with an additional vehicle.

Increasing our fleet would allow MCTA to meet the demand for transportation service in Madison County and eliminate cancelled routes/trips when vans are out of service. The expansion of two additional vans will also allow us to continue to expand our services in the future.

Goal 1 eliminate cancelled routes due to no vans being available for service.
Goal 2 decrease denied rides due to no van available.
Goal 2 increase ridership.

- c. Describe the applicant's preparedness to manage the project.

MCTA will utilize staff already in place to manage the project. Director, Operations Manager / Fiscal Officer, and Dispatcher. The MCTA utilizes Madison County Government financial officer and Chief Financial Officer / Director.

Madison County Transportation Authority utilizes CTS computer software that tracks and manages budgeting aspects of the provided transportation.

2-3. Project Monitoring

UNIFIED GRANT APPLICATION

- a. Describe the method that will be used to monitor and evaluate the success of this project. List the measurable indicators of success.

This project will monitor ride denials, route cancellations, increased ridership, and increased service.

- b. Describe how the project relates to any federal or other programs that the applicant operates and, if applicable, how the applicant plans to use these resources to leverage this project.

The expansion of two vehicles will allow MCTA to meet the transportation needs of Madison County residents. MCTA ROAP funding, MCTA 5310 rural operating grant, community block grant will all be served utilizing the two expansion vans.

- c. What is the applicant's organizational mission? Explain how the project fits in with the other service the applicant already provides.

"Excellence in Transportation" achieved through the core values and organizational mission of Madison County: respect, honest communication, ethical standards, accountability, stewards, positive pride and professional/individual growth. These core values provide a pathway for how the employees of Madison County serve the public with transportation needs and enhance the lives of our citizens.

UNIFIED GRANT APPLICATION

- d. Does the applicant intend to use customer satisfaction as a measure of success and how will it be measured?

MCTA will use customer surveys for satisfaction and service needs.

- e. Describe the applicant's preparedness to manage the project.

MCTA will utilize staff already in place to manage the project. Director, Operations Manager / Fiscal Officer, and Dispatcher. The MCTA utilizes Madison County Government financial officer and Chief Financial Officer / Director.

Madison County Transportation Authority utilizes CTS computer software that tracks and manages budgeting aspects of the provided transportation.

- f. Describe how the applicant will manage risk and provide for the safe delivery of services.

The Madison County Transportation Authority will manage risk and provide safe delivery services. Written policies and procedures are in place for passenger safety, conduct, and delivery of service. MCTA follows all FTA and State safety regulations.

2-4. Special Considerations

- a. Given this request is only for capital assistance, is your agency committed to operating the services associated with the proposed project over time? How? Provide an explanation in the box below.

| | |
|---------------------------------------|---------|
| <input type="checkbox"/> Yes | Explain |
| <input type="checkbox"/> No | |
| <input checked="" type="checkbox"/> X | |
| N/A | |

- b. How will the applicant maintain any vehicles after the grant period?

The vans will be maintained according to state and federal regulations. The vans will be placed in the state rotation for replacement of vans as they become milage ready.

FY 2025 COMBINED CAPITAL APPLICATION

PART 1: Applicant Information

| | |
|---|---|
| Legal Name of Applicant: | Madison County Transportation Authority |
| Applicant's Congressional District (If Applicant's city is included in more than one district, enter primary district only): 11 | |
| Applicant's County (If Applicant has offices in more than one county, list county where main office is located): | |
| Address: | 387 Long Branch Road |
| City, State, Zip: | Marshall, NC 28753 |
| Federal Taxpayer ID Number: | 56-6000316 |
| Doing Business As (DBA) Name: | Madison County Transportation Authority |
| Applicant's Unique Entity ID(UEI) (Register your Entity or get a Unique Entity ID at: https://sam.gov/content/duns-uei) | |
| Parent Agency UEI: | |
| Applicant's Service Area's Congressional District (If service area is included in more than one district, enter primary district only): | |
| Project's Service Area (list the county or counties that will be served by the proposed project): Madison | |

| Project Manager and Contact Information | | |
|---|--|------|
| Name of Project Manager: | Daniel Metcalf | |
| Title: | Director | |
| Address: | 387 Long Branch Road, Marshall, NC 28753 | |
| E-mail: | dmetcalf@madisoncountync.gov | |
| Phone Number: | 828-649-2219 | |
| Mobile Phone Number: | 828-273-1891 | FAX: |
| Alternative Contact Information (in absence of Project Manager) | | |
| Name: | Kathy Proffitt | |
| Phone Number: | 828-649-2219 | |

Fleet Information

Table 1: Fleet information

| Current Vehicle Inventory (enter number in fleet) | | | | | |
|--|--|--------------|--|----------------------|--|
| Vans 1 | | Vans/Lifts 9 | | Sedans or Minivans 1 | |
| LTV's | | LTV's/Lifts | | Buses | |
| Average Fleet Age (in Miles as of June 30, 2023) 78,683 | | | | | |
| Explanation of fleet make-up or fleet concerns (if necessary) <i>Our rides has pick up and we are in need of more drivers and vans.</i> | | | | | |

Table 2: Vehicle Type Requested (Based on ITRE-projected information)

Integrated Mobility Division (IMD) will provide each transit system a specific list of vehicles eligible for replacement in FY 2025. Replacement vehicles must meet useful life by June 30, 2023. If a system wants to replace a vehicle not on the approved list a strong explanation must be provided with the application and it will be reviewed and considered by IMD management on a case-by-case basis. Approval is not guaranteed.

Vehicles to be Replaced in FY 2025 (attach additional sheet to list vehicles if needed)

| Asset (model year, manufacturer, model or variant) | VIN or Fleet ID | Miles as of June 30, 2023 | Vehicle replacement is based upon fleet analysis and pre-planning by IMD to determine which vehicles will be eligible for funding in FY 2025. |
|--|-----------------------|---------------------------|---|
| 2019 | 1FTRS4XM1KKB O7079 | 107140 | |
| 2019 | 1FTRS4XMXXKB O7081 | 101465 | |
| | | | |

Vehicles Requested in FY 2025 Application (*Excluding Expansion Vehicles)

| Vehicle Replacement Type (enter number of each type requesting) | | | | | |
|---|--|-------------|---|--------------------|--|
| Vans | | Vans/Lifts | 2 | Sedans or Minivans | |
| LTV's | | LTV's/Lifts | | Buses | |

***NOTE: Systems can apply for EV's but are only eligible if they have initiated a feasibility study and EV infrastructure design OR already have charging infrastructure in place. Funding for the feasibility study may or may not be included in the grant award. Charging infrastructure must be used for transit vehicles only.**

Federal Financial Assistance Transparency Act

Federal Financial Assistance Transparency Act (FFATA) mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); and
- Those revenues were greater than \$25M; and
- The public does not have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA.

Applicant should select "Yes" if they are subject to the reporting requirements of FFATA and "No" if they are not subject to Executive Compensation Reporting.

YES No

Executive Compensation Reporting: If "Yes" is selected above, enter the Names and Compensation amounts for the top five officers of the Applicant.

| <u>Full Name</u> | <u>Total Compensation</u> |
|------------------|---------------------------|
| 1 _____ | \$ _____ |
| 2 _____ | \$ _____ |
| 3 _____ | \$ _____ |
| 4 _____ | \$ _____ |
| 5 _____ | \$ _____ |

PART 2: Project Information

IMPORTANT: Applicants should submit one application for all capital projects for their small urban and/or rural service area. Duplicate projects within service areas will not be funded. Applicants can apply for one year of funding only. If a project is selected, funding for subsequent years is not guaranteed. It will be necessary to reapply and go through another competitive process for subsequent years' funding. Eligible projects may be funded using 5311, 5339 or a combination of the funding sources. IMD will determine the project's funding after the application has been reviewed and approved.

| | |
|--|--|
| Project Name | 25-CT-018 |
| Type(s) of Capital Project (vehicle replacement, equipment, etc.). Describe the project(s) to be funded. | Capital Fund 2 Replacement Vans 2 Expansion Vans 2 Mobile Radio Units 2 Camera and Installation 4 Conversions Kits for Propane 4 Vehicle Lettering and Logos |
| | FY 2025 |
| Federal Amount Requested = | \$369,006.40 |
| State Amount Requested** = | \$ 25,125.80 |
| Local match amount = | \$ 67,125.80 |
| Total project cost = | \$461,258 |

**** Applicant should be prepared for 20% local share in the event the State cannot participate.**

PART 3: Project Criteria

Address each of the evaluation criteria separately, demonstrating how the project responds to each criterion. Each proposer is encouraged to demonstrate the responsiveness of a project to all of the appropriate selection criteria with the most relevant information that the proposer can provide, regardless of whether such information has been specifically requested, or identified. Please be thorough, yet concise in the response.

3-1. Threshold Criteria

- a. Does the applicant have the technical capacity to administer the project?
 Yes No Explain your answer in the box below.

Yes, we do, we have the CTS to help take care of and keep up with the maintenance.
The fiscal officer and the financial director take care of the bills for fuel and maintenance.

- b. Describe the qualifications of the key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the applicant need to hire additional personnel to support the project?

We will not need any new admin help it will just part of the regular day.
We will need more drivers at least 20 hours per week.

- c. Does applicant have adequate financial and management systems in place to ensure adequate reporting and project oversight? Yes No Explain your answer in the box below.

Our financial and management systems are up to date on keeping up with the financial and management of the vans.

- d. Has the source of local match been identified in a current budget or has it been approved by the agency's governing body in a future budget? What is the source of the match (e.g., agency reserves, capital replacement fund, municipal general fund, private partnership, etc.)? If the match is not from the applicant agency but another party, has that party committed the match in writing? Provide documentation of the commitment of local match from an outside party. Explain your answer in the box below.

We are asking the commissioners for local matches, and they will be placed in the future Budget. We are asking for municipal general fund.

- e. Further describe the matching funds, including amount and source of the match (agency reserves, capital replacement budget, municipal general fund, private partnership, etc.). List each source individually. If the matching funds are not committed, identify their source and anticipated award date. [Add/Remove Lines as necessary – place the cursor in the bottom row then right click → "Insert" → "Insert Rows Below" to add more lines to the following table]

| Source | Amount | Date awarded or available |
|---------|-------------|---------------------------|
| Capital | \$67,125.80 | 7/2025 |
| | | |

- f. Were FTA funds awarded to this project in previous years? Yes No

- g. Describe the intended service area that will benefit from your proposed project. Include pertinent demographic information about the service area in your answer. It should be clear from your description where your project's target population lives in a small urban or rural area of North Carolina.

Our rides have increased about 33% more, we need to ask for an additional van to be able to keep up with the demands for all of our seniors, this is for the whole Madison County area. We have a large increase with our rural areas in Madison County, most of them are 40 to 50. Miles for the close's hospital or doctor

- h. Estimate the annual number of unduplicated passengers who will be served or the

| | | | |
|-------------------------------|---------|---------------|------|
| Unduplicated Passengers | 500 | One-way trips | 5000 |
| Fully Allocated Cost per Trip | \$42.53 | | |

List items included in the fully allocated cost per trip. What other factors, if any, are included in setting the cost of a trip?

Salaries, Benefit, Gas, Tires, Repairs, Drug Testing, Office Supplies, Insurance, Uniform, Telephone, First Aid Supplies, License, Tags and Fees, Van Cleaning Supplies, Travel, Training, Internet, Postage, Water, Email

3-2. Project Readiness

- a. Describe the project plan in detail and provide a timeline and milestones for the completion of the project. This description should completely describe what you want to accomplish and how you are going to accomplish it if you receive the requested funding. The applicant may wish to attach the following documents with the application, but these documents are not required: maps, pictures, marketing plans, draft brochures, charts or graphs and/or route schedules that support the request for funding, demonstrate the need or illustrate the applicant's preparation. If the applicant is working in partnership with or coordinating with other agencies or organizations, letters of support from these agencies or organizations may be attached with the application. Your detailed answer should be one half to one whole page long.

We want to add 2 Expansion Vans to haul our increase of senior's rides

- b. Describe the applicant's preparedness to manage the project.

We have asked for everything to put the vans on the road, and we are working on grants for getting extra part-time drivers.

- c. If project is a Facility project, has a feasibility study been initiated and is the NEPA process in progress? If awarded, IMD would expect the pre-construction activities that are already initiated to wrap up before July 2024.

N/A

3-3. Project Monitoring

- a. Describe the method that will be used to monitor and evaluate the success of this project. List the measurable indicators of success.

This project will monitor ride denials, route cancellations, increased ridership, and increase services.

- b. Describe how the project relates to any federal or other programs that the applicant operates and, if applicable, how the applicant plans to use these resources to leverage this project.

The expansion of two vehicles will allow Madison County Transportation Authority to meet the transportation needs of Madison County residents. Madison County Transportation ROAP Funding, Madison County 5310 rural operating grant, community block grant will all be served utilizing the two expansions vans.

- c. What is the applicant's organizational mission? Explain how the project fits in with the other service the applicant already provides.

Excellence in Transportation achieved through the core values and organizational mission of Madison County: respect, honest communication, ethical standards, accountability, stewards, positive pride and professional/individual growth. These core values provide a pathway for how the employees of Madison County serve the public with transportation needs and enhance the lives of our citizens.

- d. Describe how the applicant will manage risk and provide for the safe delivery of services.

The Madison County Transportation Authority will manage risk and provide safe delivery services. Written policies and procedures are in place for passenger safety, conduct, and delivery of service. Madison County Transportation Authority follows all FTA and State safety regulations.

3-4. Special Considerations

- a. Given this request is only for capital assistance, is your agency committed to operating the services associated with the proposed project over time? How? Provide an explanation in the box below.

| | |
|--|---------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X <input type="checkbox"/> N/A | Explain |
|--|---------|

- b. How will the applicant maintain any vehicles/capital after the grant period?

| |
|--|
| <i>The vans will be maintained according to state and federal regulations. The vans will be placed in the state rotation for replacement of vans as they become mileage ready.</i> |
|--|

PART 4: Budget Information

Provide a general line-item budget for the total project, with enough detail to describe the various key components of the project. Since it is possible that projects may be partially funded, the budget should provide for the minimum amount necessary to fund specific project components of independent utility. [Add/Remove Lines as necessary using prior instructions]. **A detailed budget needs to be submitted via Enterprise Business Services (EBS).**

| Project Stages with Independent Utility and Description | Federal Amount Requested | State Amount Requested | Local Share | Total Cost |
|---|--------------------------|------------------------|------------------|----------------|
| 1. Replacement Vans | 168,000 | 21,000 | 21,000 | 210,000 |
| 2. Expansion Vans | 168,000 | | 42,000 | 210,000 |
| 3. Mobile Radio Units | 2,068.80 | 258.60 | 258.60 | 2,586 |
| 4. Vehicle Lettering and Logos | 1600 | 200 | 200 | 2,000 |
| 5. Conversions kits for propane | 24,960 | 3,120 | 3,120 | 31,200 |
| 6. Camera and installation | 4,377.60 | 547.20 | 547.20 | 5,472 |
| Project Totals | 369,006.40 | 25,125.80 | 67,125.80 | 461,258 |

Capital Budgets

All rural transportation systems will be eligible for capital assistance funds. A Capital Replacement Schedule is included in this document. ASSETS THAT HAVE MET USEFUL LIFE WILL NOT AUTOMATICALLY BE REPLACED. The Capital Replacement Schedule represents the

minimum threshold for replacement consideration unless the applicant can document that a capital item has a history of mechanical failure, is un-repairable or that it is financially prohibitive to repair the item. **Only transit systems with in-house maintenance shops may apply for replacement support vehicles.**

*No Expansion vehicles are accepted on this Combined Capital application.

Other Capital, Advanced Technology and Baseline Technology – Applicants should consult the Capital Replacement Schedule before requesting any replacements of Other Capital or Advanced/Baseline Technology. Current Advanced Technology users may request to replace existing Advanced Technology items as necessary. If a system applies for technology and is awarded, IMD helps with procurement aspects and leads technical assistance and pulls in ITRE as needed. Any system requesting expansion vehicles should also request vehicle security and surveillance equipment and any other advanced technology items currently used. The applicant must provide one (1) retail estimate per item if they request funding to replace or purchase Other Capital or Advanced/Baseline Technology. The estimate will determine the amount of funding recommended by the reviewer. Some Object Codes in the Other Capital and Baseline Technology budgets include the maximum cost in which IMD will participate. Requests for funding cannot exceed these amounts per item. The applicant is required to enter written justification in Section II for Advanced/Baseline Technology; Radio Equipment; and Telephone Equipment.

CAPITAL REPLACEMENT SCHEDULE

Note: Assets that have met their useful life will not automatically be replaced. This schedule represents the minimum threshold for replacement consideration. Listed capital items are illustrative and not exhaustive. Updated 1/2021

| CATEGORY CAPITAL ITEMS | MINIMUM REQUIREMENTS | MINIMUM DOCUMENTATION REQUIRED |
|---|-------------------------|--|
| MAJOR FACILITY RENOVATIONS AND NEW CONSTRUCTION | 40 Years | Note: Major Renovation involves the purchase of an existing building and complete refurbishing of the building. Needs Assessment required. Plans and specs required. At least 1 retail estimate required |
| <ul style="list-style-type: none"> ▪ Building Purchase ▪ Facility Construction | | |
| OFFICE/BREAKROOM FURNITURE | 12 Years | Explanation of need for replacement |
| <ul style="list-style-type: none"> ▪ Desk ▪ Bookcase ▪ File Cabinet ▪ Lockers ▪ Chairs ▪ Conference Table ▪ Safe (Fireproof) (25 yrs.) | | |
| OFFICE EQUIPMENT | 5 Years | Explanation of need for replacement |
| <ul style="list-style-type: none"> ▪ Fax Machine ▪ Copier ▪ Calculator ▪ Etc. | | |
| AUDIO VISUAL EQUIPMENT | 10 Years | Explanation of need for replacement |
| <ul style="list-style-type: none"> ▪ VCR/DVD ▪ TV ▪ Camcorder ▪ Etc. | | |
| BASELINE TECHNOLOGY | 5 Years | Explanation of need for replacement in item #14 of project description *Presentation may be required |
| <ul style="list-style-type: none"> ▪ Projector ▪ Desktop ▪ Printer ▪ Laptop ▪ Server ▪ Scanner (6 yrs.) | | |
| SECURITY & SURVEILLIANCE | 7 Years | Explanation of need for replacement |
| <ul style="list-style-type: none"> ▪ Video (facility and vehicles) ▪ Cameras ▪ DVR ▪ Wireless unit ▪ Antenna | | |
| COMMUNICATIONS EQUIPMENT | 6 Years | Explanation of need for replacement in item #14 of project description |
| <ul style="list-style-type: none"> ▪ Projector ▪ Desktop Printer ▪ Laptop ▪ Server Scanner (6 yrs.) | | |
| MAINTENANCE EQUIPMENT & FIXTURES | 12 Years | Only Transit Systems with in-house maintenance garages are eligible |
| <ul style="list-style-type: none"> ▪ Roller cabinets ▪ Portable tool stands ▪ Compressors- (5 yrs.) ▪ Hoists - (10 yrs.) ▪ Bus washers- (10-15 yrs.) ▪ Diagnostics equip ▪ Lift truck ▪ Engine stands ▪ Brake lathes | | |

UNIFIED GRANT APPLICATION

| SUPPORT VEHICLES | | | |
|---|---------------|---|--|
| <ul style="list-style-type: none"> ▪ Trucks/Sedans – Light Duty | 100,000 miles | Only Systems with in-house maintenance garages are eligible | |
| REVENUE VEHICLES – Vans | | | |
| <ul style="list-style-type: none"> ▪ Center Alsis Van (2010 or older) ▪ Mini-Van ▪ Conversion Van or Raised Roof Van | 100,000 miles | <ul style="list-style-type: none"> ▪ Updated PTMS ▪ Current VUD ▪ Once required fleet size has been determined through the capital assessment process, local vehicles may be designated for disposition and not be eligible for replacement. | |
| REVENUE VEHICLES – Buses | | | |
| Light Transit Vehicle (medium duty) 20ft, 22ft, 25ft and 28 ft. LTVs (body on cut-a-way chassis) | 100,000 miles | | |
| LTV (heavy duty) Approximately 30 ft. (body on truck chassis) | 350,000 miles | | |
| Large Bus (heavy duty) 35-40ft | 500,000 miles | | |

**Madison County
Board of Commissioners**

**Budget Amendment #3
September 5, 2023**

| Description | Line Item | Debit | Credit |
|---|------------------|---------------|---------------|
| Library | | | |
| Friends of the Library | 10.3611.4420 | | \$ 704.05 |
| Periodicals | 10.6110.5620 | \$ 704.05 | |
| Recording donations | | | |
| Health Dept | | | |
| ORH Map Grant | 10.3513.7032 | | \$ 28,850.00 |
| ORH Map Grant | 10.5110.7032 | \$ 28,850.00 | |
| Misc Income | 10.3513.1100 | | \$ 750.00 |
| Special Program Material additional grant/ donations | 10.5110.2310 | \$ 750.00 | |
| Transportation | | | |
| Misc Revenue | 10.3452.5300 | | \$ 500.00 |
| Salaries | 10.4522.1210 | \$ 335.00 | |
| Fuel in cooperation for event at Library | 10.4522.2510 | \$ 165.00 | |
| Sheriff Office | | | |
| Housing of Juveniles | 10.3431.2255 | | \$ 166,200.00 |
| Officer Equipment | 10.4310.2130 | \$ 66,200.00 | |
| Building Maintenance | 10.4310.3510 | \$ 100,000.00 | |
| Finance | | | |
| Misc Income | 10.3836.1100 | | \$ 233.00 |
| Travel Sustenance | 10.4130.3120 | \$ 233.00 | |
| LATCF Funds | | | |
| LATCF Funds | 10.3511.6000 | | \$ 173,490.02 |
| LATCF Funds 2nd and final payment | 10.5211.5110 | \$ 173,490.02 | |
| BroadBand Opportunity Grant | | | |
| BroadBand Opportunity Grant | 10.3511.3947 | | \$ 50,000.00 |
| Library Telephone | 10.6110.3210 | \$ 4,000.00 | |
| BroadBand Opportunity Grant | 10.5211.3947 | \$ 30,000.00 | |
| BroadBand Opportunity Grant | 10.5211.3947 | \$ 16,000.00 | |

Opioid Settlement Fund

| | | | |
|-------------------------|--------------|--------------|--------------|
| Opioid Fund | 37.3836.7000 | | \$ 65,713.84 |
| Professional Services | 37.6500.1990 | \$ 65,713.84 | |
| Recording of Payment #3 | | | |

Sales Tax

| | | | |
|--------------------|--------------|--|-------------|
| 1/4 cent sales tax | 10.3232.3115 | | \$54,810.16 |
|--------------------|--------------|--|-------------|

Education/Schools

| | | | |
|--------------------|--------------|-------------|--|
| 1/4 cent sales tax | 10.5911.7200 | \$54,810.16 | |
|--------------------|--------------|-------------|--|

Contingency

| | | | |
|--------------|--|--|--|
| 10.7000.0000 | | | |
|--------------|--|--|--|



Madison County

Memo

To: Mandy Bradley
From: Kary
CC:
Date: November 27, 2023
Re: September 5, 2023 Meeting

Gentlemen,

Due to the early date of the September meeting and the complete financial information being unavailable, you will be presented the combined months of August and September at the October meeting.