State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, August 13, 2024, 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, Student Attorney Sid 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 amending the agenda to remove the following:

- Item 2i-Bi-Tek Contract
- Item 7b-Attorney-Client Privilege

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

Agenda Item 2: Consent Agenda

a. Tax Refunds and Releases (Attachment 2.1)
b. Madison County Public School System Repair and Renovations Fund Requests (Attachment 2.2)
c. Madison County Public School System Lottery Fund Request (Attachment 2.3)
d. Cooperative Extension Value Added Kitchen Golden LEAF Funding Amended Grant Project Ordinance (Attachment 2.4)
e. Cooperative Extension Value Added Kitchen Cannon Foundation Grant Agreement (Attachment 2.5)
f. Cooperative Extension Value Added Kitchen Cannon Foundation Funding Grant Project Ordinance (Attachment 2.6)
g. S.L. 2023-134 Appropriations Act Directed Projects Grant Funding Acceptance Resolution (Attachment 2.7)
h. S.L. 2023-134 Appropriations Act Directed Projects Grant Funding Offer and Acceptance (Attachment 2.8)
i. WSP Professional Services Agreement (Attachment 2.9)
j. FY24-25 and FY25-26 North Carolina Department of Health and Human Services Memorandum of Understanding (Attachment 2.10)
k. Land of Sky Technical Service Assistance Agreement (Attachment 2.11)
l. Approval of July 9, 2024 (Special and Recessed) Meeting Minutes; July 9, 2024 (Regular) Meeting Minutes; July 23, 2024 (Special) Meeting Minutes

Chairman Wechtel read the items contained in the consent agenda into the record.

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

Agenda Item 3: Public Comment

Stephanie Phillips spoke regarding agricultural farmland, development, and security.
(Attachment 3.1)

Agenda Item 4: Jen Barnhart, District Ranger US Forest Service

Ms. Barnhart presented a power point and discussed an update regarding the Pisgah National Forest as well as answered questions from members of the Board. Information discussed included the GAP Restoration Project, Max Patch, Appalachian Trail Rocky Bluff Campground, and Paint Rock.

Agenda Item 5: Sam Lunsford Solid Waste Director

Mr. Lunsford discussed repairs necessary to the solid waste transfer station floor and presented a bid recommendation to contract with Osborne Contract Services for resurfacing of the floor in order to complete the repairs. Information discussed included the bidding process, timeline for completion of the work, impacts and mitigation regarding the closure of the transfer station while completing the work, and surface to be applied to the floor.

Discussion was had by the Board and Finance Officer Kary Ledford and County Manager Rod Honeycutt noted that the contract would be presented for formal consideration of the Board.

Agenda Item 6: Kary Ledford, Finance Officer

a. Budget Amendment #2

Ms. Ledford presented and discussed Budget Amendment #2 for consideration of the Board as well as answered questions from the Board.

Upon motion by Commissioner Wyatt, second by Commissioner Hensley, and discussion by the Board, the Board voted unanimously to approve. (Attachment 6.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of July 2024 as well as answered questions from the Board. (Attachment 6.2)

Agenda Item 7: Rod Honeycutt, County Manager

a. County Owned Surplus Property

Upon completion of the upset bid process, County Manager Honeycutt presented a bid for final consideration of County owned surplus in the amount of $300,000.00 for approximately 6.01 acres contained in Tract A in the Madison County Register of Deeds book 10, page 469.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to accept the bid from ABS.

b. Personnel

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to go into closed session for personnel under N.C.G.S. 143-318.11 (a)(6) at 8:08 p.m.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to return to open session at 8:58 p.m.

County Manager Honeycutt presented the recommendation to move current employee, Kathy West from the position of Operations Director to Director of Transportation on an interim basis while in the application process.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted 3-2 to approve with Chairman Wechtel, Vice-Chairman Garrison, and Commissioner Briggs voting in favor and Commissioners Hensley and Wyatt voting opposed.

Agenda Item 9: Adjournment

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to adjourn at 9:00 p.m.

This the 13th day of August 2024.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Attachment 1.1

Madison County Board of Commissioners
Agenda
August 13, 2024

7:00 P.M. Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval

2. Consent Agenda
   a. Tax Refunds and Releases
   b. Madison County Public School System Repair and Renovations Fund Requests
   c. Madison County Public School System Lottery Fund Request
   d. Cooperative Extension Value Added Kitchen Golden LEAF Funding Amended Grant Project Ordinance
   e. Cooperative Extension Value Added Kitchen Cannon Foundation Grant Agreement
   f. Cooperative Extension Value Added Kitchen Cannon Foundation Funding Grant Project Ordinance
   g. S.L. 2023-134 Appropriations Act Directed Projects Grant Funding Acceptance Resolution
   h. S.L. 2023-134 Appropriations Act Directed Projects Grant Funding Offer and Acceptance
   i. WSP Professional Services Agreement
   j. FY24-25 and FY25-26 North Carolina Department of Health and Human Services Memorandum of Understanding
   k. Land of Sky Technical Service Assistance Agreement
   l. Approval of July 9, 2024 (Special and Recessed) Meeting Minutes; July 9, 2024 (Regular) Meeting Minutes; July 23, 2024 (Special) Meeting Minutes

3. Public Comment

4. Jennifer Barnhart, District Ranger US Forest Service
   Pisgah National Forest Update

5. Sam Lunsford, Solid Waste Director
   Transfer Station Floor Resurfacing Bid Recommendation

6. Kary Ledford, Finance Officer
   a. Budget Amendment #2
   b. Financial Report

7. Rod Honeycutt, County Manager
   a. County Owned Surplus Property
   b. Personnel

8. Adjournment

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	SOLID WASTE FEE
MADISON Refunds														
2023	0000005003-2023-2023-0000-00	15948	REI	4681	Landfill error	6/24/2024 12:46:46 PM	RANDALL, JANIE W.	117 SIERRA DRIVE	MARSHALL	NC	28753	MADISON	180.00	180.00
	Subtotal												**180.00**	**180.00**

Authorization

_____

_____ **Date:**

7/18/2024

Attachment 2.1

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	SOLID WASTE FEE
MADISON Refunds														
2023	0000005003-2023-2023-0000-00	15948	REI	4681	Landfill error	6/24/2024 12:46:46 PM	RANDALL, JANIE W.	117 SIERRA DRIVE	MARSHALL	NC	28753	MADISON	180.00	180.00
	Subtotal												**180.00**	**180.00**

Authorization

_____

_____ **Date:**

7/18/2024

Date run: 7/18/2024 8:44:55 AM

TR-304 Bill Release Report

NCPTS V4

Data as of: 7/17/2024 7:21:52 PM

Report Parameters:

Release Date Start: **6/1/2024**

Release Date End: **6/30/2024**

Tax District: **ALL**

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

Grouping: **No Grouping**

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
0000016431-2023-2023-0000-00-REG	TAYLOR, CURTIS DEAN	9/28/2023	Bldg correction	DIANA	6/20/2024	2,020.68	1,187.61	833.07
0000016431-2023-2023-0000-00-REG	TAYLOR, CURTIS DEAN	9/28/2023	Landfill error	DIANA	6/20/2024	833.07	180.00	653.07
Subtotal							**1,547.61**	
Total							**1,547.61**	

Date run: 8/2/2024 12:23:54 PM

Data as of: 8/1/2024 7:20:07 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: **7/1/2024**

Release Date End: **7/31/2024**

Tax District: **ALL**

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

Grouping: **No Grouping**

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
0000003431-2023-2023-0000-00-REG	BUCKNER, JAYNE	9/28/2023	Elderly Exclusion	DIANA	7/11/2024	2,103.28	489.22	1,614.06
0000570420-2021-2021-0000-00-REG	MLC	9/15/2021	Business closed	APRIL	7/19/2024	36.45	36.45	0.00
0000570420-2022-2022-0000-00-REG	MLC	8/21/2022	Business closed	APRIL	7/19/2024	45.55	45.55	0.00
0000570420-2023-2023-0000-00-REG	MLC	9/28/2023	Business closed	APRIL	7/19/2024	56.93	56.93	0.00
0000575615-2023-2023-0000-00-REG	BEYER, REBECCA	9/28/2023	Not in County	APRIL	7/12/2024	6.36	6.36	0.00
Subtotal							**2,248.57**	
Total							**2,248.57**	

Date run: 8/2/2024 12:18:43 PM

TR-305A Release & Refund Approval Report

NCPTS V4

Report Parameters:

Release Start Date: **7/1/2024**

Release End Date: **7/31/2024**

Refund Limit Min:

Show Excluded Refunds: **N**

Date Sent to Finance Start:

Date Sent to Finance End:

Refund Limit Max:

Refund Status: **AUTHORIZED, ONHOLD, REAPPLY, VOIDED**

Tax District: **JURS16, JURS07, JURS05, JURS03, JURS14, JURS08, JURS11, JURS17, JURS01, JURS12, JURS04, JURS13, JURS09, JURS02, JURS10, JURS06, JURS15**

Default Sort-By: **Refund Name, Refund Address, Bill Number**

Grouping: **No Grouping**

Adjustment Reason: **Acreage change,Address change,Adjustment,Asse**

No records were found matching your criteria. Please modify your parameters and try again.

No records were found matching your criteria. Please modify your parameters and try again.

NO REFUNDS FOR 2024 JULY

Attachment 2.2

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

E ONLY
Approved By: _____
Date: _____

Date of Request: August 8, 2024

County: Madison County
Address: 107 Elizabeth Lane, Marshall, NC 28753
LEA: Madison County Schools
Address: 5738 US 25/70 Hwy., Marshall, NC 28753

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: Replace Sound System in Gymnasium at Madison Middle School
Project Address: 95 Upper Brush Creek Rd.
Marshall, NC 28753
Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replace the sound system that has gone out in gymnasium at Madison Middle School which is used for school functions. They use it for school wide events such as awards, parent nights, etc.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 24,926.38
Existing Construction – Facility Renovations	$
TOTAL	$ 24,926.38

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 24,926.38 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) 8/13/24 (Date)

(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: July 19, 2024

County: Madison County
Address: 107 Elizabeth Lane, Marshall, NC 28753
LEA: Madison County Schools
Address: 5738 US 25/70 Hwy., Marshall, NC 28753

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: Replace Carpet in Madison Middle School Office and Nurse area with Tile Floors
Project Address: 95 Upper Brush Creek Rd.
Marshall, NC 28753
Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replace carpet at Madison Middle School Office and Nurse Area with Tile Floors

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 20,512.79
Existing Construction – Facility Renovations	$
TOTAL	$ 20,512.79

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 20,512.79 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date) 8/13/24

(Signature – Chair, Board of Education) (Date) 7/19/24

PRINT FORM CLEAR FORM

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Madison

LEA: Madison County Schools

Address: 5738 US 25/70 Hwy. Marshall, NC 28

Contact Person: Michael Wallin

Title: CFO

Phone: 828-649-9276 ext. 10121

Project Title: Debt Payment for Purchase of Heating/Air conditioning units Fiscal Year 2024-2025

Location: School System Wide

Type of Facility: School Buildings

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds.

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Final Debt Payment for Purchase of New Heating/Cooling units school system wide for current Fiscal Year 2024-2025

Estimated Costs:

Purchase of Land		$
Planning and Design Services		
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		190,774.84
TOTAL	$	190,774.84

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 190,774.84 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) 8/13/24 (Date)

Karen Blevins 7/19/24

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

Amended Capital Project Ordinance for the County or Madison, NC Cooperative Extension Value-Added Kitchen Project Funded by the Golden Leaf Foundation

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

Section 1: This amended ordinance is to establish a budget breakdown for a project to be funded by the Golden Leaf Foundation. The County of Madison has received $267,448.57 of Golden Leaf Foundation funds. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support the Upgrade and Expansion of the Madison County Extension Value Added Center and Kitchen

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of Golden Leaf Foundation Funds
4951.1990	Construction of the new Value-Added Kitchen Building	2	$227,448.57
4951.5000	Grading and Site Preparation	2	$40,000
	Total		**$267,448.57**

Section 3: The following revenues are anticipated to be available to complete the project:

Golden Leaf Foundation:	**$267,448.57**
General Fund Transfer:	**$0**
Total:	**$267,448.57**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Madison County Cooperative Extension Director is hereby directed to report the financial status of the project semi-annually.

Section 6: Copies of this amended capital project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This amended capital project ordinance expires on June 30, 2025, or when all Golden Leaf Foundation funds have been obligated, expended, and all final reports have been completed; whichever occurs sooner.

Adopted on this 12 day of August 2024

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

GRANT AGREEMENT BY AND BETWEEN

THE CANNON FOUNDATION, INC.

AND

Madison County

THIS GRANT AGREEMENT (the "Agreement") is made and entered into the 24th day of July 2024, by and between The Cannon Foundation, Inc. (the "Foundation") and Madison County (the "Recipient").

WITNESSETH:

A. The Recipient is a body politic and corporate of the State of North Carolina and is recognized by the Internal Revenue Service as a governmental unit to which charitable contributions can be made as referenced in Sections 509(a), 170(b)(1)(A)(v), and 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code")

B. The Recipient is awarded a grant from the Foundation in the amount of $100,000 (the "Grant") to support the Madison Extension Value Added Kitchen (the "Project").

C. The Foundation desires to make the Grant to Recipient to be used to support the Project.

D. The Recipient desires to affirm that it is prepared to begin the Project immediately upon receipt of the Grant and to agree to the terms of the Grant as described in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants herein contained, the receipt of which is acknowledged, the parties agree as follows:

I. THE GRANT

1.1 Recipient affirms that it is ready to begin the Project immediately upon receipt of the Grant.

1.2 The Foundation agrees to disburse the Grant to Recipient within 30 days upon receipt of this signed Agreement.

1.3 The Recipient shall provide annual reports on the use of the Grant and the status of the Project to the Foundation. The annual reports shall include the balance of the Grant, an itemization of expenditures made from the Grant, an update on the status and success of the Project, and any other information the Foundation shall request. The annual report shall be due to the Foundation annually on the anniversary of the distribution of the Grant to the Recipient. Within thirty days of the use of all funds constituting the Grant, the Recipient shall provide a final report to the Foundation detailing the information required in an annual report. The Foundation may modify this reporting requirement at any time in a written instrument delivered to the Recipient that shall become a part of this Agreement and a copy of which shall be kept with this Agreement.

1.4 The Recipient shall use the Grant exclusively for public or charitable purposes described or referenced in Sections 501(c)(3), 170(b)(1)(A), and/or 170(c)(1) of the Code.

II. RECOGNITION

In the event that the Recipient wishes to recognize the Foundation or the Grant in any publications, press releases, announcements or otherwise, the Recipient must receive prior written approval from the Foundation. All advertising, publication, display or other use of the Foundation's name shall be in good taste and shall not violate community standards so as not to damage the reputation of any party.

III. UNFORESEEABLE CIRCUMSTANCES AND TERMINATION

3.1 In the unlikely event that, at some future time, it becomes impossible for the Grant to serve the specific purpose for which it was made, the Recipient shall return to the Foundation any portion of the Grant previously received from the Foundation but not yet expended in support of the purpose of the Grant.

3.2 This Agreement shall terminate upon the earlier to occur of (i) the Foundation's decision, in its absolute discretion, to terminate the Agreement, (ii) the mutual agreement of the parties, or (iii) the Recipient's failure to provide annual reports as provided in this Agreement. Upon termination of the Agreement, the Recipient shall return to the Foundation any portion of the Grant previously received from the Foundation but not yet expended in support of the purpose of the Grant.

IV. TAX STATUS

The Recipient affirms that contributions to it are recognized as tax exempt by the Internal Revenue Service pursuant to and subject to the limitations appearing in Sections 509(a), 170(b)(1)(A), and 170(c)(1) of the Code. The Recipient shall notify the Foundation of any change in its tax status or if its tax status is under audit or being reviewed by the Internal Revenue Service for tax years before the award of the Grant or during any period that Grant funds are being expended.

V. MISCELLANEOUS

5.1 Jurisdiction. This Agreement is executed in and shall be governed by the laws of the state of North Carolina.

5.2 Amendment. This Agreement may be amended at any time upon written agreement signed by all parties.

5.3 Non-Waiver. The failure by any party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by such party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

5.4 Entire Agreement. Except as provided otherwise in this Agreement, this Agreement represents the entire agreement of the parties with respect to the Grant.

5.5 Assignment. This Agreement is binding on the parties and their successors and permitted assigns. No party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other parties' consent. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.

5.6 Notices and Designee. All notices, demands and other communications among the parties required hereunder shall be in writing and deemed given upon personal delivery, or if sent by recognized express carrier, to the respective addresses as set forth below. The Foundation and the Recipient may specify another address from the one set forth below by notice to the other as provided herein. Each party agrees to provide (by notice to the other party from time to time) a single person designated to act as the point of contact for the other party in the administration of this Agreement throughout the Term. Each party agrees to work with the other in the event of a change in management to assure continuous efforts to work cooperatively to fulfill such party's obligations under this Agreement.

If to the Foundation: The Cannon Foundation, Inc.
P.O. Box 548
Concord, NC 28026

If to the Recipient: Madison County
258 Carolina Ln
Marshall, NC 28753-6451

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first written above.

THE CANNON FOUNDATION, INC.	Madison County
By: Suzanne Philemon	By:
Name: Suzanne Philemon	Name: Matt Wechtel
Title: Executive Director	Title: Chair, BOC

Capital Project Ordinance for the County of Madison, NC Cooperative Extension Value-Added Kitchen Project Funded by the Cannon Foundation

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

Section 1: This ordinance is to establish a budget for a project to be funded by the Cannon Foundation. The County of Madison has received $100,000 of Cannon Foundation funds. These funds may be used for the following categories of expenditures, to the extent authorized by State law.

1. Purchasing of Kitchen Equipment for the new Value-Added Kitchen

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of Cannon Foundation Funds
	Purchasing of Kitchen Equipment for the new Value-Added Kitchen	3	$100,000
	Total		$100,000

Section 3: The following revenues are anticipated to be available to complete the project:

Cannon Foundation:	**$100,000**
General Fund Transfer:	**$0**
Total:	**$100,000**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Madison County Cooperative Extension Director is hereby directed to report the financial status of the project annually.

Section 6: Copies of this capital project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This capital project ordinance expires when all Cannon Foundation funds have been obligated, expended, and all final reports have been completed.

Adopted on this 13 day of August 2024

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

Attachment 2.7

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the County of Madison has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of $2,900,000 to perform work detailed in the submitted application, and

WHEREAS, the County of Madison intends to perform said project in accordance with the agreed scope of work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MADISON:

That the County of Madison does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of $2,900,000.

That the County of Madison does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Matthew Wechtel, Board of Commissioner Chairman, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 13th day August, 2024 in Marshall, North Carolina.

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

Docusign Envelope ID: 2E931EF6-C0A9-41DB-8BC1-556486619D8D

Attachment 2.8

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Madison County
P.O. Box 579
Marshall, NC 28753

Project Number(s): SRP-D-134-0097

Assistance Listing Number: N/A
Unique Entity ID Number: YQ96F8BJYTJ9

Funding Program

		Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	☒			
Stormwater	☐			
Wastewater	☐			
State Revolving Fund-Repayable Loan	☐			
State Revolving Fund-Principal Forgiveness	☐			
State Reserve Loan	☐			
State Reserve Grant	☐			
State Reserve Earmark (S.L. 2023-134)*	☒			$2,900,000
American Rescue Plan Act - Choose an item.	☐			

Project Description:

Town of Hot Springs Water Consolidation

Total Financial Assistance Offer:	$2,900,000
Total Project Cost:	$2,900,000
Estimated Closing Fee:**	$ 0
For Loans	
Interest Rate:	-- Per Annum
Maximum Loan Term:	-- Years

** Federal conditions and requirements will also apply to S.L 2023-134 projects co-funded with federal funds.*
*** Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document. Signed on behalf of:

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by:
Kavitha ambikadevi
754F0455F457405...
Signature

7/31/2024
Date

On Behalf of: Madison County
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature

8/13/24
Date

Docusign Envelope ID: 2E931EF6-C0A9-41DB-8BC1-556486619D8D

STANDARD CONDITIONS & ASSURANCES FOR STATE RESERVE PROJECTS
Project Applicant: Madison County **Project Number: SRP-D-134-0097**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
   The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.

2. The Applicant is responsible for paying for the costs ineligible for DWI funding.

3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.

4. As of the acceptance of this Funding Award Offer, steps A-D in the SRP Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRP Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRP Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.

5. The Applicant will provide and maintain adequate engineering supervision and inspection.

6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.

7. All SRP funds must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.

8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

9. The applicant acknowledges that any loan funds contained in this Funding Offer requires approval from the North Carolina Local Government Commission before they can be disbursed.

Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 18th day of July 2024, is made by and between WSP USA Environment & Infrastructure Inc., a Nevada corporation, with an address at 1308 C Patton Avenue, Asheville, North Carolina 28806 ("WSP") and Madison County, North Carolina., with an address at 5707 US Hwy 25/70, Marshall, North Carolina 28753 ("CLIENT").

NOW, THEREFORE, In consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages WSP to provide services in connection with: Proposed Industrial Site Development on Long Branch Road, in Madison County, North Carolina

SCOPE OF SERVICES

WSP agrees to perform services in accordance with its Proposal as follows: Proposal for Site Planning and Site Civil Engineering Services – WSP Opportunity# 2024US212096 dated July 12, 2024.

CLIENT agrees that all services not expressly included are excluded from WSP's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

_X_ **Firm-fixed price:** CLIENT agrees to compensate WSP on a firm-fixed price basis in the amounts of $15,650 for Task 1 and $36,550 for Task 2.

____ **Time and materials:** CLIENT agrees to compensate WSP for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of WSP's performance be greater than the estimated amount shown below, WSP will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: See fee schedule.

Other Direct Costs (Reimbursed at cost plus _15___ % mark-up):

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. WSP Opportunity# 2024US212096 dated July 18, 2024.
2. Terms and Conditions

Terms and Conditions

1. **COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP of that fact in writing within ten (10) days from the date of receipt of WSP's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by WSP. WSP may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP reasonably believes that CLIENT will be unable to pay WSP in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

If the payments under this Agreement are based on a time and materials basis, after January 1 of each subsequent calendar year, the rates may be increased by WSP up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. WSP shall provide CLIENT with thirty (30) days advance notice of any change in rates.

2. STANDARD OF CARE: WSP will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: WSP shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by WSP and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: WSP will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should WSP encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP's reasonable opinion, the conditions cause an increase or decrease in WSP's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP's compensation, schedule, or both. In the event no Change Order is agreed to, WSP reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. **FORCE MAJEURE:** Should performance of Services by WSP be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by WSP; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. WSP will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by WSP. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

7. **CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide WSP all available material, data, and information pertaining to the Services.

8. **SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by WSP for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP in connection with its work.

9. **WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will WSP assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration WSP requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against WSP by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against WSP or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of WSP's standard of care hereunder shall be to require WSP to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WSP IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP performing the Services in accordance with the Standard of Care.

WSP and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either WSP or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which WSP shall be liable are limited to that proportion of such damages which is attributable to WSP's percentage of fault subject to the other limitations herein.

11. **INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless WSP and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of

whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by WSP under this Agreement, unless such injury or loss is caused by the sole negligence of WSP.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, WSP will provide cost estimates based upon WSP's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by WSP to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the WSP office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP. The presence of WSP's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP is not responsible for safety or security at a site, other than for WSP's employees, and that WSP does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the WSP office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by WSP, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey WSP's reports or recommendations to any person or organization other than those identified in the project description without WSP's written authorization. CLIENT releases WSP from liability and agrees to defend, indemnify, protect and hold harmless WSP from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of WSP and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure WSP services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and WSP have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT – Madison County, North Carolina	**WSP USA Environment & Infrastructure Inc.**
By:	By:
Name:	Name:
Title:	Title:

US PSA 9.2022

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT

CONTRACTOR: WSP Proj Svc. Agreement

COUNTY DEPARTMENT: ED

SUBJECT OF CONTRACT: Svcs. Agreement

DATE/TERM OF CONTRACT: 8/13/24

Not withstanding 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: Chair, BOC

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

By: _____
Madison County Finance Officer

Attachment 2.10

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2024-25 and 2025-26)

BETWEEN

THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
Madison COUNTY

A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and County a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2024, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a

subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2024 and ending June 30, 2026.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

(1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
(2) The Terms of Understanding
(3) Addendum A – Data Sharing Memorandum of Agreement
(4) Attachment I – Mandated Performance Requirements:
    a. I-A: Energy Programs
    b. I-B: Work First
    c. I-C: Food and Nutrition Services
    d. I-D: Child Welfare – Foster Care
    e. I-E: Adult Protective Services
    f. I-F: Special Assistance
    g. I-G: Child Support Services
(5) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

(1) "County department of social services" also means the consolidated human services agency, whichever applies.
(2) "County director of social services" also means the human services director, whichever applies.
(3) "County board of social services" also means the consolidated human services board, whichever applies.
(4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
(5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Carla West, Division Director, Human Services NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Carla West NCDHHS Dorethea Dix Campus, McBryde Building Phone: 919-855-4755 E-mail: carla.west@dhhs.nc.gov

For County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

(1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.

(2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.

(3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.

(4) The Department shall have the following administrative responsibilities:

a. Staff Training and Workforce Development:

i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.

ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.

iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.

iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information thirty days in advance of the effective date of new policy to the extent feasible or practicable, including interpretations and clarifications of existing policy.

v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.

b. Performance Monitoring:

i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.

ii. Provide feedback to counties with recommended changes when necessary.

iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.

c. Data Submission:
   i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
   ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
   iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.

d. Communication:
   i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
   ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
   iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
   iv. Provide counties with a timely response to requests for technical assistance or guidance.
   v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
   vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
   vii. Communicate proactively with the County Director of Social Services on matters that affect social services programs covered under this MOU. Communication shall be timely, and alerts sent to counties to let them know of the upcoming changes.
   viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

e. Inter-agency Coordination:
   i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
   ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
   iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

(5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

(1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.

(2) The County shall comply with the following administrative responsibilities:

a. Staff Requirements and Workforce Development:

i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.

b. Compliance:

i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.

ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.

iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.

c. Data Submission:

i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation.

ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.

iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

d. Communication:

i. Respond and provide related action in a timely manner to all communications received from the Department.

ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.

iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.

e. Inter-agency Cooperation:

i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.

ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.

iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.

iv. Assist or operate mass shelter operations or other required disaster management responsibilities.

(3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. The Parties hereby adopt and incorporate the terms of the Data Sharing Agreement attached as Addendum A as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive

venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2024 and shall continue in effect until June 30, 2026.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Madison County

BY: _____ BY: _____
Name Name

TITLE: Chair BOC TITLE: Director

DATE: 8/12/24 DATE: 8/1/2024

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ADDENDUM A: DATA SHARING MEMORANDUM OF AGREEMENT

Between

North Carolina Department of Health and Human Services

And

[County Department of Social Services/Human Services Agency Name]

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services (NC DHHS or Agency) and [County] (County) (and collectively with Agency referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, and use and disclosure of, all confidential data and information provided by the Agency to the County, for purposes of administering North Carolina's public assistance and public service programs.

1. PURPOSE AND SCOPE

The purpose of this MOA is to identify certain roles and responsibilities of each party as it relates to the sharing and use of all confidential data and information provided by the Agency to the County in connection with the administration of North Carolina's public assistance programs as well as the County's administration and performance of other public services delegated to it by law (collectively referred to as NCDHHS Data). For purposes of this MOA, NCDHHS Data, includes, but is not limited to:

a. Social Security Administration (SSA) data;
b. Federal Tax Information (FTI) as defined in the current IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (IRS Publication 1075);
c. protected health information as defined by 45 CFR 160.103;
d. personal information, as defined by the North Carolina Identity Theft Protect Act, N.C.G.S. § 75-61(10);
e. identifying information, as defined by N.C.G.S. § 14-113.20(b); and
f. names or other information concerning persons applying for or receiving public assistance or social services which are confidential pursuant to N.C.G.S. §108A- 80.

More specifically, the objectives of this MOA are to:

- Manage the information technology process and systems pertaining to the NCDHHS Data provided by the Agency to the County, and received by the County from the Agency, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy and security of this NCDHHS Data.

- Enhance the County's secure receipt, access to, and use of NCDHHS Data provided by the Agency to the County.
- Allow the County to access and utilize NCDHHS Data provided by the Agency for purposes of administering North Carolina's public assistance and public service programs.

2. BACKGROUND

The Agency administers and oversees a variety of public assistance and public service programs for the State of North Carolina (collectively, Public Assistance Programs), including, but not limited to, the following:

- NC Medicaid Program
- NC Health Choice for Children (North Carolina's CHIP Program)
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program
- NC Food and Nutrition Services (North Carolina's SNAP Program)
- Work First (North Carolina's Temporary Assistance for Needy Families program)
- Women, Infants and Children (WIC)
- Adult and Family Services
- Child Support Services
- Child Welfare Services

As part of its role pertaining to these Public Assistance Programs, the Agency receives, maintains, and stores certain data pertaining to applicants for, and recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The County administers the daily operations of many of the Public Assistance Programs at the local level, in accordance with State and Federal law, and policies and rules adopted by the Agency. As part of its role pertaining to these Public Assistance Programs, the County accesses and utilizes certain data pertaining to applicants for, or recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The Agency and the County agree to work cooperatively to ensure that NCDHHS Data is available to the County for purposes of administering North Carolina's Public Assistance Programs, and that the County accesses and utilizes NCDHHS Data in accordance with applicable federal and state laws, regulations, standards and policies governing confidentiality, privacy and security of the NCDHHS Data and the terms of this MOA. The parties acknowledge and agree that this MOA is intended to continue and renew and prior similar memorandum of agreement in place between the Parties which was effective on or about October 14, 2016.

3. AUTHORITY OF PARTIES

Each Party is an agency of the State of North Carolina and operating pursuant to its respective statutory authority and obligations. This MOA is authorized under the provisions of N.C.G.S. §§ 108A-25, 108A-54, and 153A-11 and Article 13 of Chapter 153A of the North Carolina General Statutes, and the implementing recommendations or regulations of these laws, if any. For the convenience of the Parties and avoidance of doubt, the Parties acknowledge and agree that NC DHHS is the "Agency" as such term is used in IRS Publication 1075, and that the County is a statutory agent but not a "contractor" or "agent" as such term is used in North Carolina statutory or common law. The Agency acknowledges it is authorized to receive and use FTI pursuant to 26 U.S.C.
§ 6103.

4. PARTIES' ROLES AND RESPONSIBILITIES

Pursuant and subject to this MOA, the Agency shall provide to the County NCDHHS Data pertaining to the Public Assistance Programs, through access to the Agency's information technology systems utilized in conjunction with the Public Assistance Programs. These information technology systems include, but are not limited to, the Agency's current NC FAST case management system (NC FAST), and the legacy information systems which preceded NC FAST (collectively, NCDHHS Information Systems). The NCDHHS Information Systems are secured via Agency access control mechanisms and related procedures, including, but not limited to, Resource Access Control Facility (RACF), North Carolina Identification (NCID), and Web Identity Role Management Portal (WIRM) (collectively, NCDHHS Access Controls).

All NCDHHS Data that the Agency provides to the County shall remain confidential and secure at all times. Confidentiality and security of this NCDHHS Data will be maintained by the County in accordance with all applicable federal and state laws, regulations, standards and policies governing this NCDHHS Data and in accordance with the terms of this MOA. Only appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data will be granted access to the NCDHHS Data, through the NCDHHS Information Systems and NCDHHS Access Controls. Any data, records or other information shared through this MOA are protected from unauthorized use and disclosure and shall be accessed and used by the County solely for purposes of administering and operating the Public Assistance Programs.

NCDHHS agrees:

a. To provide NCDHHS Data to the County through access to the NCDHHS Information Systems in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA.

b. To allow the County to access and utilize the NCDHHS Data to administer and operate the Public Assistance Programs.

c. To allow appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data to access and utilize the NCDHHS Data through access to the NCDHHS Information Systems, to the extent needed to perform their job responsibilities.

d. To work cooperatively with the County regarding County employee and contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.

e. To be responsible for supervision of its own employees and contractors.

The County agrees:

a. To grant access to NCDHHS Data through access to the NCDHHS Information Systems only to County employees and contractors authorized in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA. The County shall conduct background checks for individual employees prior to authorizing their access to FTI.

b. To ensure the NCDHHS Data and NCDHHS Information Systems are accessed and utilized only for the purposes authorized by law and under this MOA in conjunction with the administration and operation of the Public Assistance Programs.

c. To grant access to the NCDHHS Data only to appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data, and only for purposes of administering and operating the Public Assistance Programs.

d. To ensure NCDHHS data is available only to persons authorized by law and this MOA to access and use the NCDHHS Data.

e. To ensure NCDHHS Information Systems are accessed only by persons authorized by law and this MOA to access the NCDHHS Information Systems.

f. To obtain prior written permission from NCDHHS for the disclosure of any NCDHHS Data to any contractor. If NCDHHS approves disclosure of any NCDHHS Data to a County contractor, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Data.

g. To obtain prior written permission from NCDHHS for granting access to any of the NCDHHS Information Systems to any contractor. If NCDHHS approves access of a contractor to any NCDHHS Information System, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms

of this MOA as it relates to the contractor's access to NCDHHS Information Systems.

h. To ensure that all information technology systems receiving, storing, processing, or transmitting FTI meet the requirements in IRS Publication 1075, including the requirements set forth in Exhibit 7 to IRS Publication 1075, a copy of which is available at: https://www.irs.gov/pub/irs-pdf/p1075.pdf.

i. To maintain a current list of employees and contractors authorized to access and utilize the NCDHHS Data provided by the Agency pursuant to this MOA, and to provide the Agency a copy of that list upon written request by the Agency.

j. To submit, when requested by the Agency, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Agency with supporting evidence, such as a recent vulnerability scan.

k. At the Agency's request, the County will work with the IRS, Social Security Administration, or other federal agencies or their agents with respect to periodic safeguard and security reviews. The County will support the resolution of the Agency's finding based on a written plan satisfactory to both Parties.

l. Upon notification from the IRS, Social Security Administration, other federal agencies, or the Agency of changes to functional and security specifications, the County will collaborate with the Agency to develop and implement plans to meet specified requirements in accordance with guidance and direction provided by the IRS and/or the Agency. The County will be responsible for costs arising from such modifications.

m. To provide annual access and disclosure awareness and incident reporting training to its employees and any approved contractors that may have access to SSA data and/or FTI data (only certain functions in support of Child Support Enforcement may allow contractor access to FTI).

n. To work cooperatively with the Agency regarding County employee or contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.

o. To be responsible for supervision of its own employees and contractors.

5. ACCESS CONTROL

The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any approved contractors to NCDHHS Data, in strict accordance with the NCDHHS Access Controls applicable to the NCDHHS Information Systems involved and in accordance with the terms of the MOA. In addition, the County will adhere to any written standard or guidelines provided by the Agency regarding management and implementation of the NCDHHS Access Controls, and access to the NCDHHS Information Systems, including, but not limited to, the information systems access control policy in the current version of the North Carolina Statewide Information Security Manual.

6. CONFIDENTIALITY AND SECURITY

The Agency and the County acknowledge and agree that the NCDHHS Data which the Agency provides to the County shall be classified as, and shall remain, "NCDHHS Data" or "State Data". At no time will the NCDHHS Data provided by the Agency ever be classified as County data.

The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise dealing with the NCDHHS Data, it will safeguard and not use or disclose such NCDHHS Data except as provided in this MOA. The County shall protect the confidentiality of the NCDHHS Data in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, including, but not limited to the following:

- Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988;
- IRS Publication 1075;
- Medicaid, 42 U.S.C. § 1396(a)(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8); 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50; and U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- Health Information Portability and Accountability Act and HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164;
- North Carolina law governing confidentiality of, and access to, public assistance program data and records, including N.C. Gen. Stat. 108A-80 and implementing regulations; and
- North Carolina Identify Theft Protection Act, N.C. Gen. Stat. 75-60 et seq. and 132-1.10 and any implementing regulations.

The County acknowledges and agrees that some of the data elements included within the NCDHHS Data can be classified as "identifying information" within the meaning of N.C.G.S. § 14-113.20(b). In addition, the combination of certain data elements could classify the data elements as "personal information" within the meaning of N.C.G.S. § 75-61(10). Since the Agency and the County are subject to the North Carolina Identity Theft Protect Act requirements, N.C.G.S. § 132-1.10 and 75-65, the Agency and the County acknowledge and understand that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County and/or the Agency to security breach notification requirements.

The County shall safeguard and protect the security of the NCDHHS Data from loss, theft, or inadvertent disclosure, in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, and policies including, but not limited to the following:

- Federal Information Security Management Act of 2002 (44 USC 3541 et seq.);
- SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration"
- IRS Publication 1075;
- Health Information Portability and Accountability Act and HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164; and
- National Institute of Standards and Technology guidelines.

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of NCDHHS Data, and to protect NCDHHS Data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect NCDHHS Data on portable computers and devices through the use of applicable encryption and strong authentication procedures and other security controls to make NCDHHS Data unusable and inaccessible by unauthorized individuals.

The County shall monitor County employees' access to higher-risk NCDHHS Data elements such as Social Security numbers, dates of birth, and FTI. The County shall terminate access privileges to NCDHHS Data of County employees immediately when their employment has been terminated or their job responsibilities no longer require access.

The County shall dispose of paper and equipment containing NCDHHS Data in a secure manner in accordance with applicable law and information security NIST standards. At the request of the Agency, the County shall provide documentation of proper disposal of NCDHHS Data to NCDHHS.

The County shall implement procedures for detecting, investigating, reporting and responding to security incidents involving NCDHHS Data. The County shall implement an Incident Management Plan which will be the source for how to handle incident management involving NCDHHS Data, and the Incident Management Plan will be available to the Agency upon request.

The County shall evaluate and report all losses, misuse, or unauthorized disclosure of NCDHHS Data to the NCDHHS Privacy and Security Office without unreasonable delay. Any expenses incurred as a result of the loss, misuse, or unauthorized disclosure of NCDHHS Data by the County will be the responsibility of the County.

The County shall report any suspected or confirmed privacy or security breach or incident involving the NCDHHS Data to the NCDHHS Office of Privacy and Security via electronic mail and the Office's website: http://www.ncdhhs.gov/about/administrative- divisions-offices/office-privacy-security, within 24 hours after the suspected or confirmed breach is first discovered. The County shall report any suspected or confirmed privacy or security breach involving Social Security Administration or Federal Tax Information data to: (i) the NCDHHS Office of Privacy and Security via the online incident reporting tool at the link above, or if after normal business hours, (ii) the NCDHHS Chief Information Security Officer via the phone numbers listed at the link above, ***IMMEDIATELY*** and within 60 minutes after the suspected or confirmed privacy or security breach is first discovered. The County acknowledges and agrees that it must make immediate reports of any suspected or confirmed breach involving SSA or FTI data in the manner set forth above in order to enable the Agency to fulfill the Agency's obligation to report the suspected or confirmed breach to the SSA or IRS (as applicable) within one hour after it is first discovered. The County will collaborate and cooperate with the Agency regarding investigation, actions and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving NCDHHS Data.

If the County experiences a security breach involving NCDHHS Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the NCDHHS Office of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving NCDHHS Data will be the responsibility of the County.

7. CONTACTS

The Parties mutually agree that the following named individuals will be designated as points of contact for the MOA on behalf of the Agency and the County:

For NCDHHS:

Pyreddy Reddy Chief Information Security officer N.C. DHHS Privacy and Security Office 695 Palmer Drive Raleigh, NC 27605 Phone: (919) 855-3090 Fax: (919) 733-1524 Email: pyreddy.reddy@dhhs.nc.gov	

For County:

[Name] [Title] [Address] [Phone Number] [Fax Number] [E-Mail]	

The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. LIABILITY AND INDEMNIFICATION

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and neither Party shall seek indemnification from the other.

This MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. § 143A-6 or other authority.

9. MONITORING AND AUDITING

The IRS, SSA, any other federal agency or the Agency, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas to be inspected include record keeping, secure storage, limited access, disposal, and computer security systems such as those described in IRS Publication 1075. The County and the Agency will work together to correct any deficiencies identified during any internal inspection. The Agency may opt to utilize the County representatives for compliance validation.

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office will conduct privacy and security assessments based on NIST Standards, Federal, State and DHHS Privacy and security requirements,

10. DURATION OF AGREEMENT AND MODIFICATION

This MOA is effective on January 1, 2024, and shall continue for an initial term of 18 months following the effective date, through and including June 30, 2026, after which it will be renewed automatically for up to two additional one-year terms, unless either party provides prior written notice to the other party of its intent not to renew the MOA within 90 days prior to the end of the current term.

The Parties shall review this MOA as deemed necessary by the Agency, or upon the written request of either the Agency or the County to the other party, or whenever a State or Federal statute is enacted that material affects the substance of this MOA, in order to determine whether it should be revised or renewed, as applicable.

Notwithstanding all other provisions of this MOA, the Parties agree that this MOA may be amended at any time by written mutual consent of both Parties.

11. GOVERNING LAW

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, are governed by the laws of North Carolina. The place of this MOA and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12. OTHER PROVISIONS/SEVERABILITY

Nothing in this MOA is intended to conflict with current federal or state laws or regulations, or any governing policies of the County or the Agency. If any term of this MOA is found by any

court or other legal authority, or is agreed by the Parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this MOA shall remain in full force and effect.

13. ENTIRE AGREEMENT

This MOA and any amendments hereto and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral and written statements or agreements.

14. TERMINATION

The Parties may terminate this MOA at any time upon mutual written agreement. In addition, either party may terminate this MOA upon 90 days' advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In the event this MOA is terminated unilaterally by the County, the Agency will suspend the flow of NCDHHS Data to the County until a superseding written agreement is executed by the Parties.

The Agency may immediately and unilaterally suspend the flow of NCDHHS Data to the County under this MOA, or terminate this MOA, if the Agency, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of NCDHHS Data; (ii) provided unauthorized access to NCDHHS Information Systems; or (iii) violated or failed to follow the terms and conditions of this MOA.

Attachment 2.11

Contract No. _____

AGREEMENT BETWEEN
LAND OF SKY REGIONAL COUNCIL
and
MADISON COUNTY
for the provision of
Technical Service Assistance

July 1, 2024, through June 30, 2025

This **AGREEMENT**, entered into on the August 13 2024, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and Madison County, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in Attachment A, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Council to provide such technical assistance to the Local Government and;

WHEREAS, the Council desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel**
   That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government for a maximum of 16 hours per week; and preference for 8 hours per week when feasible.

2. **Compensation**
   That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of at least $15,000.00 annually (fifteen thousand dollars) for 8 hours a week; and no more than $28,000.00 annually (twenty-eight thousand dollars) for 16 hours per week of technical assistance. These fees will be billed in twelve monthly payments during the period noted in Section 5.

3. **Travel/Printing**
   The Local Government will pay for additional expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio. The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal staffing costs associated

with personnel furnished by the Council. The contract budget does not include travel for conferences or other purposes that may arise.

Land of Sky Regional Council will pay for expenses related to training, certifications, and educational opportunities as approved and of benefit to the region, council and staff.

4. **Termination/Modifications**
The Local Government or Council may terminate the contract by giving a sixty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

5. **Time of Performance**
The Council shall ensure that all services required herein shall be completed during the period beginning July 1, 2024 and ending June 30, 2025.

6. **Changes**
The Local Government may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

7. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**
No member, officer, or employee of the Council or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interests in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

8. **Nondiscrimination Clause**
No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

9. **Age Discrimination Act of 1975, as amended**
No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

10. **Section 504, Rehabilitation Act of 1973, as amended**
No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

11. **E-Verify Provision**
Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Madison County	**Land of Sky Regional Council**
By: _____	By: _____
Title: ~~County Manager~~ Chair, BOC	Title: Executive Director
Date: 8/12/24	Date: _____

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

Kary Ledford, Finance Officer Date 8/13/24

ATTACHMENT A

MADISON COUNTY
TECHNICAL PLANNING ASSISTANCE

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council of Governments for Madison County. The product(s) of the planning activities shall be:

WORK PROGRAM

1. Transportation Program Grant Administration

   Assistance in the administration of the County's transportation program; including grant writing, application submittals, reporting, and invoicing. Administration services will provide planning support, staff memoranda, work products, and recommendations to the county transit staff.

Madison County Commissioners Meeting

Public Comment

August 13, 2024
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	Shelley S (Rep Phillips farm 4th gen	Stephanie Shelley S
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
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19.		
20.		

Attachment 6.1

Madison County
Board of Commissioners

Budget Amendment #2
August 13, 2024

Description	Line Item	Debit	Credit
Health Department			
ARPA TSF Ph Services	10.3513.6121		$ 55,352.00
ARPA TSF Ph Services	10.5110.6121	$ 55,352.00	
WIC Client Services	10.3513.3402		$ 540.00
Library			
Donations	10.3611.4116		$ 50.00
Books	10.6110.5610	$ 50.00	
Friends of Library	10.3611.4420		$ 1,210.77
Erate Reimbursement	10.3611.4445		$ 1,439.28
Donations	10.3611.4116		$ 50.00
Library Operations	10.6110.5600	$ 1,310.77	
Contracted Services	10.6110.1900	$ 1,439.28	
Parks and Recreation			
Beech Glen	10.6130.3650	$ 540.00	
Administration			
Value Added Kitchen-GL-GPO	10.4951.3510		$ 267,448.57
Kitchen and Build	10.4951.1990	$ 227,448.57	
Grading/Site Prep.	10.4951.5000	$ 40,000.00	
Madison Art Park	10.3511.3940		$ 500.00
Madison Art Park	10.5211.3940	$ 500.00	
Schools/Education			
Repair and Renovation Funds	10.5911.6350	$ 20,512.79	
State Grant/Lottery Funds	10.3591.0000		$ 20,512.79
School Capital Fund	10.5911.6350	$ 190,774.84	
State Grant/Lottery Funds	10.3591.0000		$ 190,774.84
Funding request #5 and #6			
Opioid Settlement Fund			
Opioid Funds	37.3836.7000		$ 182,194.93
Professional Services	37.6500.1990	$ 182,194.93	
Sales Tax			
1/4 cent sales tax	10.3232.3115		$ 54,811.67

Education/Schools			
1/4 cent sales tax	10.5911.7200	$	54,811.67
Contingency	10.7000.0000		

We are at 8.33% of the FY25 budget.

Bank balances at July 31, 2024 are as follows:

	Unrestricted	Restricted
General Fund	$ 1,880,220.42	
Debt Service Fund		$ 288,333.77
Capital Outlay Fund	$ 426,508.28	
Capital Management	$ 20,611,518.83	$ 1,805,353.05
Occupancy Tax Fund		$ 97,937.04
Revaluation Fund		$ 199,349.26
Tourism Development		$ 2,045,484.29
Automation Fund		$ 170,610.85
Drug Seizure Fund		$ 10,139.33
Inmate Trust Fund		$ 32,220.71
Soil & Water Conservation		$ 39,178.70
Opioid Settlement		$ 801,457.92
Courthouse SCIF Grant GPO		$ 2,721,635.22
Fairgrounds GPO		$ 1,200,486.67
Arpa Cash Management Fund	$ 3,899,353.03	$ -
Total of All Accounts:	$ 26,817,600.56	$ 9,412,186.81
New Jail Loan	$ (607,008.00)	(Due In February)
School Debt Service	$ (429,667.00)	(Due In February)
40-42 Set Aside for Schools	$ (1,996,152.56)	
Unspent Grant/Restricted Proc	$ (2,032,786.50)	
Adoption Promotion Fund	$ (71,903.84)	
Encumbered Amounts	$ (6,524,832.20)	
911 Funds	$ (101,969.88)	
Goldenleaf Funds	$ (78,195.00)	
Arpa Funds	$ -	
Total assigned and restricted B	$ (11,842,514.98)	

	General	Landfill
Unassigned and Unrestricted tr	$ 5,562,898.77	$ (534,155.88)

SUMMARIES:

Percentage of budget at July 31, 2024 is:

General Fund:		YTD		
Revenues	$ 691,074.06	$ 691,074.06	1.94	
Expenditures	$ 2,117,943.87	$ 2,117,943.87	5.98	

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/23
Revenues to Date:	$ 691,074.06	$ 691,074.06		1.94	$ 946,069.35
Expenditures to Date:	$ 2,117,943.87	$ 2,117,943.87	$ 5,498,753.99	5.98	$ 1,410,697.79
Gain/Loss to Date:	$ (1,426,869.81)	$ (1,426,869.81)			$ (464,628.44)

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/23
Revenues to Date:					
Expenditures to Date:	$ 13,260.00	$ 13,260.00		10.99	$ 9,461.97
Gain/Loss to Date:	$ (13,260.00)	$ (13,260.00)			

Contingency

911 Emergency Telephone Sen	MTD	YTD	% OF BUDGET	Year to Date 07/23
Revenues				
Expenditures				
Gain/Loss	$ -	$ -		$ -

Contingency $-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 07/23
Vehicle Tax	$ 111,500.09	$ 111,500.09	18.06	$ 115,585.44
Overages/Underages				
Ad Valorem Tax Interest	$ 10,547.93	$ 10,547.93	8.44	$ 6,354.59
Late Listing Fee	$ 324.21	$ 324.21	2.16	$ 320.64
Legal Fees				
2012 Ad Valorem Tax				
2013 Ad Valorem Tax				
2014 Ad Valorem Tax				
2015 Ad Valorem Tax				
2016 Ad Valorem Tax	$ 263.90	$ 263.90	3.30	$ 58.31
2017 Ad Valorem Tax	$ 281.23	$ 281.23	3.52	$ 91.32
2018 Ad Valorem Tax	$ 255.03	$ 255.03	2.83	$ 842.55
2019 Ad Valorem Tax	$ 470.24	$ 470.24	4.70	$ 1,845.67
2020 Ad Valorem Tax	$ 1,649.05	$ 1,649.05	16.49	$ 6,892.03
2021 Ad Valorem Tax	$ 5,233.25	$ 5,233.25	20.93	$ 19,092.98
2022 Ad Valorem Tax	$ 8,873.76	$ 8,873.76	14.79	$ 161.88
2023 Ad Valorem Tax	$ 34,152.79	$ 34,152.79	17.08	
2024 Ad Valorem Tax	$ 9,670.84	$ 9,670.84	0.07	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps				
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax				
Gas Tax Refund/State				
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	$ 69.20	$ 69.20	0.09	
Board of Elections				
Register of Deeds	$ 38,421.95	$ 38,421.95	7.95	$ 53,831.50
Sheriff's Department	$ 181,025.36	$ 181,025.36	5.54	$ 193,978.98
Emergency Management		$ 20,625.00	100.00	$ 20,625.00
Inspections	$ 16,357.32	$ 16,357.32	0.90	$ 36,995.00
Animal Control	$ 838.00	$ 838.00	5.79	$ 626.00
Transportation				
Cooperative Extension Service				
Soil & Water Conservation				

Grant Revenues/JCPC/DJJDP	$	20,171.35	$	20,171.35		3.64	$	1,884.00
DEPARTMENT	MTD		YTD			% OF BUDGET	Year to Date 07/23	
Health Department	$	69,476.94	$	69,476.94		2.89	$	319,555.82
Medicaid Hold Harmless Tax								
Social Services	$	33,455.99	$	33,455.99		1.25	$	56,693.00
AFDC								
Foster Care	$	9,510.50	$	9,510.50		4.12	$	18,450.63
Medicaid								
Adoption								
Child Support Enforcement								
In Home Aides								
Beech Glen Center	$	1,399.00	$	1,399.00		14.06	$	50.00
Nutrition								
State Lottery Funds/Education								
Library	$	10,231.47	$	10,231.47		10.12		
Parks & Recreation	$	930.00	$	930.00		19.65	$	178.00
Interest Earned	$	120,833.74	$	120,833.74		19.62	$	97,883.83
Rent of County Property	$	4,327.50	$	4,327.50		7.20	$	3,902.50
Finance/Other			$	204,932.80		99.00	$	20,425.45
Miscellaneous Income	$	1.00	$	1.00				
Fund Transfer In								
Totals	$	691,074.06	$	691,074.06		1.94	$	946,069.35

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD		YTD		Encumbered	% OF BUDGET	Year to Date 07/23	
Governing Body	$	2,820.50	$	28,120.50		18.62	$	30,385.66
Finance Office	$	82,740.18	$	82,740.18		8.76	$	53,189.24
Tax Collector	$	36,099.31	$	36,099.31		3.88	$	32,724.74
Land Records	$	5,854.28	$	5,854.28	$ 47,500.00	5.42	$	4,447.11
Professional Services						-		
Court Facilities	$	4,184.40	$	4,184.40	$ 1,700.00	11.02	$	289.40
Board of Elections	$	10,778.89	$	10,778.89	$ 21,900.00	3.15	$	6,979.47
Register of Deeds	$	16,729.88	$	16,729.88		4.59	$	10,645.97
Register of Deeds- Automation	$	14,135.00	$	14,135.00		100.00		
Custodial	$	9,091.22	$	9,091.22		6.29	$	4,685.35
Maintenance	$	70,948.02	$	70,948.02	$ 7,136.00	9.42	$	57,385.08
Sheriff's Department	$	462,416.71	$	462,416.71		8.71	$	417,202.38
Emergency Management	$	20,609.78	$	20,609.78		14.58	$	11,460.40
911 Dispatchers	$	54,040.42	$	54,040.42	$ 12,540.00	6.33	$	35,104.78
Fire Contract/Forest Service								
Inspections	$	27,277.87	$	27,277.87		8.72	$	16,717.00
Zoning and Planning	$	5,188.07	$	5,188.07		2.70		
Economic Development	$	8,270.80	$	8,270.80		0.41	$	5,344.88
Medical Examiner							$	400.00
Ambulance Service Contract	$	142,916.67	$	142,916.67	$ 1,430,833.00	8.30	$	142,916.67
Animal Control	$	23,761.40	$	23,761.40		5.93	$	18,964.15
Transportation - Admin	$	20,517.93	$	20,517.93		13.33	$	6,264.92

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/23
Transportation - Operating	$ 59,955.59	$ 59,955.59		8.00	$ 28,778.53
Transportation - Capital Outlay		$ -		-	
Transportation - EDTAP					
Planning & Development	$ 2,500.00	$ 2,500.00		0.56	$ 3,600.00
Information Technology	$ 36,064.24	$ 36,064.24	$ 3,930.97	8.06	$ 27,350.90
Cooperative Extension	$ 9,037.92	$ 9,037.92	$ 8,004.00	2.30	$ 23,555.92
Soil & Water	$ 13,286.56	$ 13,286.56	$ 7,200.00	7.94	$ 7,822.12
Health Department	$ 254,301.52	$ 254,301.52	$ 175,966.02	6.53	$ 174,136.53
Drug Free Community	$ 9,113.58	$ 9,113.58	$ 8,500.00	6.72	$ 6,527.98
MHAT	$ 7,160.69	$ 7,160.69		5.43	$ 6,796.13
Management Admin.	$ 7,867.00	$ 7,867.00		0.86	$ 3,117.00
Social Services	$ 219,022.11	$ 219,022.11		5.54	$ 146,754.67
AFDC	$ -				$ 1,143.79
Special Assistance	$ 8,044.00	$ 8,044.00		9.48	
State Foster Care					$ 160,324.86
Foster Care Program	$ 14,919.96	$ 14,919.93		5.56	$ 12,661.26
Medical Assistance Program					
Adoption Assistance					
Crisis Intervention					
Child Support	$ 9,466.00	$ 9,466.00		6.75	$ 5,833.94
In Home Aides	$ 8,391.71	$ 8,391.71		4.12	$ 4,593.45
Nutrition	$ 49,180.20	$ 49,180.20	$ 4,800.00	6.33	$ 33,938.37
Education	$ 304,520.00	$ 304,520.00	$ 3,654,240.00	6.53	$ 9,542.00
A-B Technical College	$ 9,542.00	$ 9,542.00	$ 114,504.00	6.20	$ 9,542.00
Bank Charges	$ 1,549.26	$ 1,549.26		6.20	$ 1,694.46
Library	$ 54,878.96	$ 57,878.96		8.32	$ 37,504.02
Parks & Recreation	$ 12,561.28	$ 12,561.28		3.72	$ 13,503.26
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	$ 2,117,943.87	$ 2,117,943.87	$ 5,498,753.99	5.98	$ 1,410,697.79

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 07/23
Transfer From Fund Balance				
Landfill Miscellaneous Fees	$ 1,532.40	$ 1,532.40		
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee				
Local Tire Disposal Fee	$ 218.25	$ 218.25	14.55	$ 375.25
White Goods Tax	$ 1,849.20	$ 1,849.20	11.93	$ 2,493.40
Sale of White Goods				
Household Hazardous Waste				
Temporary Disposal Cards	$ 6,035.00	$ 6,035.00	16.31	$ 10,142.40
Duplicate Disposal Cards	$ 200.00	$ 200.00	0.71	$ 165.00
Landfill Disposal Cost Fees	$ 3,338.35	$ 3,338.35	2.42	$ 4,705.55
Landfill Sale of Recyclables	$ 7,107.75	$ 7,107.75	18.70	$ 4,382.31
Nuisance Tires				
Disposal Cards	$ 14,713.78	$ 14,713.78	0.57	$ 9,335.32
Construction Demolition	$ 7,035.80	$ 7,035.80	15.86	$ 3,833.06
Solid Waste Disposal Distribution				
Grant/State				
Electronics Management				
Electronics (County)	$ 15.00	$ 15.00	0.25	
Interest				
Totals	$ 42,045.53	$ 42,045.53	1.45	$ 35,432.29

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/23
Landfill	$ 205,435.69	$ 205,435.69	$ 977,635.22	7.97	$ 146,520.55
Recycling	33942.51	$ 33,942.51	$ 23,442.99	11.49	$ 10,554.72
Scrap Tires	$ 246.40	$ 246.40	$ 25,000.00	0.93	$ 277.00
White Goods					
Closure/Post Closure					
Totals	$ 239,624.60	$ 239,624.60	$ 1,026,078.21	8.25	$ 157,352.27