State of North Carolina

County of Madison Minutes

The Madison County Board of Commissioners met in regular session on Tuesday, November 12, 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, County Attorney Donny Laws, and Clerk Mandy Bradley.

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

Agenda Item 1: Agenda Approval

County Manager Rod Honeycutt requested consideration to amend the agenda to include the following:

- Item 6d-Potential Litigation
- Item 6e-Attorney-Client Privilege

Commissioner Hensley requested to remove the following from the consent agenda. Discussion was had by the Board with the items being included with Item 6a, County Manager's Update:

- Item 2d-Resolution of Tentative Award of Highway 213 Water System Improvements Construction Bids
- Item 2e-Vincent Valuations, LLC Service Contract Ratification

Discussion was had by the Board. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve the modified agenda. (Attachment 1.1)

Agenda Item 2: Consent Agenda

a. **Tax Refunds and Releases** (Attachment 2.1)
b. **Vaya Health Block Grant FY 24-25 Contract** (Attachment 2.2)
c. **Resolution Authorizing Expenditure of Opioid Settlement Funds** (Attachment 2.3)
d. **State-Applicant Disaster Assistance Agreement** (Attachment 2.4)
e. **Approval of September 10, 2024 (Special) Meeting Minutes; September 10, 2024 (Regular) Meeting Minutes; September 24, 2024 (Special) Meeting Minutes; September 29, 2024 (Emergency) Meeting Minutes; October 22, 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 as modified.

Agenda Item 3: Public Comment

No public comment available to be heard by the Board.

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

Agenda Item 4: Public Service Construction Design and Public Input Session

a. Presentation-TJ Hollars, Vannoy Construction

Bryan Walker with Vannoy Construction addressed the Board on behalf of Vannoy to discuss the project.

TJ Hollars with Vannoy Construction presented a power point presentation and answered questions from members of the Board. Information presented included the information and site analysis, master plan, space program study and summary by department, floor plans, thirty-day public comment period for solicitation of written public comments to be submitted to the County until December 12, 2024, and presentation of conceptual facility renderings.

Discussion was had by the Board, County Manager Honeycutt and Mr. Hollars as well as additional members of the Vannoy team including Scott Donald and Cynthia Turner.

b. Public Comment

Mike Tuziw spoke regarding chairs in the facility.

Chairman Wechtel called for additional public comment with none being received.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously that the public comment portion of this meeting be closed. (Attachment 4.1)

Agenda Item 5: Kary Ledford, Finance Officer

a. Budget Amendment #5

Ms. Ledford presented and discussed Budget Amendment #5 for consideration of the Board and answered questions from Board members.

Upon motion by Commissioner Wyatt, second by Commissioner Hensley, the Board voted unanimously to approve Budget Amendment #5. (Attachment 5.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of October 2024. (Attachment 5.2)

Agenda Item 7: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Honeycutt discussed the deadline for property tax appeals to the Board of Equalization and Review.

Information regarding the Hurricane Helene event was discussed by County Manager Honeycutt including statistics for FEMA benefits applicable to County residents, damage sustained to county infrastructure and public assistance assessments of the facilities, repairs, and path forward for those facilities.

Discussion was had by the Board and County Manager Honeycutt.

Resolution of Tentative Award of Highway 213 Water System Improvements Construction Bids

Project Manager Ross Young presented and discussed the resolution for tentative award of Highway 213 water system improvements for the Towns of Marshall and Mars Hill as well as answered questions from members of the Board.

Discussion was had.

Motion was placed on the floor by Chairman Wechtel to approve the contract as submitted. Counsel was provided by County Attorney Donny Laws and discussion as had. Chairman Wechtel requested to amend the previous motion to approve the resolution as submitted with second being provided by Vice-Chairman Garrison and the Board voting unanimously to approve.

Additional discussion was had. (Attachment 7.1)

Vincent Valuation, LLC Service Contract Ratification

County Manager Rod Honeycutt presented and discussed the Vincent Valuations, LLC service contract and recommended ratification of the contract by the Board noting that the contract allows for the tax assessment of properties damaged by the Hurricane Helene event.

Discussion was had.

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to ratify the contract. (Attachment 7.2)

b. County Board Appointments

Chairman Wechtel discussed the request on behalf of the Agriculture Advisory Board for the reappointment of Ricky Reeves and Frank Carr to serve the Sandy Mush/Little Pine District and Mars Hill District, respectively.

Upon motion by Commissioner Hensley and second by Commissioner Briggs, the Board voted unanimously to reappoint those individuals to that board.

c. Personnel, d. Potential Litigation, e. Attorney-Client Privilege

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to enter into closed session pursuant to N.C.G.S. 143-318.11 (a)(3) and N.C.G.S. 143-318.11 (a)(6) for personnel, potential litigation, and attorney-client privilege at 8:21 p.m.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to return to open session at 9:57 p.m.

County Manager Honeycutt requested consideration to authorize the County Manager to id and compensate exempt employees for employment for overtime hours worked from September 26, 2024, to November 3, 2024. Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, and clarification by Vice-Chairman Garrison that it is for hurricane relief efforts, the Board voted unanimously to approve.

Agenda Item 9: Adjournment

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 9:58 p.m.

This the 12th day of November 2024.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
November 12, 2024

Attachment 1.1

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. Vaya Health Block Grant FY 24-25 Contract
   c. Resolution Authorizing Expenditure of Opioid Settlement Funds
   d. State-Applicant Disaster Assistance Agreement
   e. Approval of September 10, 2024 (Special) Meeting Minutes; September 10, 2024 (Regular) Meeting Minutes; September 24, 2024 (Special) Meeting Minutes; September 29, 2024 (Emergency) Meeting Minutes; October 22, 2024 (Special) Meeting Minutes

3. Public Comment

4. Public Service Construction Design and Public Input Session
   a. Presentation-TJ Hollars, Vannoy Construction
   b. Public Comment

5. Kary Ledford, Finance Officer
   a. Budget Amendment #5
   b. Financial Report

6. Rod Honeycutt, County Manager
   a. County Manager's Update
      Resolution of Tentative Award of Highway 213 Water System Improvements Construction Bids
      Vincent Valuations, LLC Service Contract Ratification
   b. County Board Appointments
   c. Personnel
   d. Potential Litigation
   e. Attorney-Client Privilege

7. Adjournment

Report Parameters:

Release Start Date:	**9/1/2024**	Release End Date:	**9/30/2024**	Refund Limit Min:	
Date Sent to Finance Start:		Date Sent to Finance End:		Refund Limit Max:	
				Refund Status:	**AUTH(REAPI**

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 REFUNDS FOR SEPTEMBER 2024

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

Attachment 2.1

Date run: 10/8/2024 9:59:26 AM

Data as of: 10/7/2024 7:07:11 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start:	**9/1/2024**	Release Date End:	**9/30/2024**
		Tax District:	**ALL**
Default Sort-By:	**Bill #,Taxpayer Name,Release Date,Billing Date,Operator ID, Release Amount**		
Grouping:	**No Grouping**		

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

NO RELEASES FOR SEPTEMBER 2024

Date run: 11/5/2024 1:28:05 PM

Data as of: 11/4/2024 7:07:22 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: **10/1/2024**

Release Date End: **10/31/2024**

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($)	Release Amount($)
0000011801-2023-2023-0000-00-REG	CODY, KERMIT JR.	9/28/2023	Sold/Traded	APRIL	10/22/2024	8.25	8.25
Subtotal							**8.25**
Total							**8.25**

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 ($)	Includes Negative Refund	MADISON Portion Refund ($)	Special District Refund ($)	Fire District	Fire Refund ($)
MADISON Refunds																		
2023	0000011971-2023-2023-0000-00	19926	REI	4694	Exempt Property	10/24/2024 1:03:33 PM	MOUNTAIN PARK HOMEOWNERS ASSOCIATION, A NORTH CAROLINA NON PROFIT CORPORATION	569 COUNTRY CLUB DR	WAYNESVILLE	NC	28786	MADISON	112.71	N	112.71	0.00		0.00
2023	0000011971-2023-2023-0000-00	19926	REI	4694	Exempt Property	10/24/2024 1:03:33 PM	MOUNTAIN PARK HOMEOWNERS ASSOCIATION, A NORTH CAROLINA NON PROFIT CORPORATION	569 COUNTRY CLUB DR	WAYNESVILLE	NC	28786	MADISON	20.29	N	0.00	0.00	MARS HILL FD	20.29
2023	0000014361-2023-2023-0000-00	19868	REI	4696	Exempt Property	10/24/2024 1:07:43 PM	MOUNTAIN PARK HOMEOWNERS ASSOCIATION, A NC CORPORATION	385 N. HAYWOOD STREET, SUITE 3	WAYNESVILLE	NC	28786	MADISON	182.41	N	182.41	0.00		0.00
2023	0000014361-2023-2023-0000-00	19868	REI	4696	Exempt Property	10/24/2024 1:07:43 PM	MOUNTAIN PARK HOMEOWNERS ASSOCIATION, A NC CORPORATION	385 N. HAYWOOD STREET, SUITE 3	WAYNESVILLE	NC	28786	MADISON	32.83	N	0.00	0.00	MARS HILL FD	32.83
2023	0000568253-2023-2023-0000-00	26672	REI	4695	Exempt Property	10/24/2024 1:05:50 PM	MOUNTAIN PARK HOMEOWNERS ASSOCIATION, A NC CORPORATION	385 N. HAYWOOD STREET, SUITE 3	WAYNESVILLE	NC	28786	MADISON	31.04	N	31.04	0.00		0.00
2023	0000568253-2023-2023-0000-00	26672	REI	4695	Exempt Property	10/24/2024 1:05:50 PM	MOUNTAIN PARK HOMEOWNERS ASSOCIATION, A NC CORPORATION	385 N. HAYWOOD STREET, SUITE 3	WAYNESVILLE	NC	28786	MADISON	5.59	N	0.00	0.00	MARS HILL FD	5.59
	Subtotal												**384.87**		**326.16**	**0.00**		**58.71**

Authorization

_____

_____ **Date:**

11/5/2024

Docusign Envelope ID: 086E6A56-BED9-488E-A771-7BA7E98AB78A

VAYAHEALTH

NON-NETWORK PROVIDER AGREEMENT FOR NON-MEDICAID FUNDS
Between
Madison County
And
VAYA HEALTH

WHEREAS, Vaya Health ("Vaya") is the public local management entity/ managed care organization responsible for oversight and management of public mental health, intellectual/ developmental disabilities, substance use disorder, and traumatic brain injury ("MH/IDD/SU/TBI") services for a multi-county region in North Carolina pursuant to contracts with the State of North Carolina Department of Health and Human Services (the "Department");

WHEREAS, Madison County ("Madison County" or "Contractor") describes who Contractor is and what Contractor does; and

WHEREAS, Contractor desires to provide MH/IDD/SU/TBI services funded with non-Medicaid revenue sources, including Federal Block Grant and this Contract provides terms and conditions governing such service provision and reimbursement; and

WHEREAS, Contractor wishes to serve residents of Madison County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery; and

WHEREAS, the Department has allocated Federal Block Grant funds to Vaya to serve residents of Madison County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery;

WHEREAS, the Parties wish to utilize up to $499,822 of the Federal Block Grant funds allocated to Vaya for Contractor to serve residents of Madison County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery;

WHEREAS, the Parties shall work collaboratively to serve residents of Madison County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery; and

WHEREAS, the Parties wish to memorialize the terms and conditions governing such service provision by Contractor and reimbursement for services.

NOW THEREFORE, for and in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party hereto, the Parties covenant, represent, and agree as follows:

I. **PURPOSE.** This Non-Network Provider Agreement For Non-Medicaid Funds Between Madison County and Vaya Health ("Contract") is entered into by and between Contractor and Vaya (individually "Party," collectively "Parties") and establishes the terms, conditions, and respective responsibilities of the Parties under this Contract.

II. **SCOPE OF THE CONTRACT.** This Contract establishes the respective roles and responsibilities of each Party for the initiative by the Contractor through the use of the Federal Block Grant dollars.

III. **TERM OF THE CONTRACT.** The term of this Contract shall begin on July 1, 2024, and shall remain in effect until June 30, 2025, unless terminated by either Party prior to the expiration of the specified term in accordance with Article IX (Termination of the Contract) of this Contract ("Term"). Vaya reserves the right to impose shorter time limits on the Term of this Contract should Contractor fail to comply with the terms of this Contract. There is no right of renewal of this Contract or right to be a Vaya network provider, as such term is defined in 42 CFR § 438.2.

A. Effect of Termination or Expiration: In the event of expiration (including, but not limited to, expiration due to non-renewal) of this Contract, or termination of this Contract as provided in Article IX below, this Contract, including any and all attachments, appendices, schedules, and exhibits hereto, shall forthwith become void and have no effect, without any liability or obligation on the part of either Party, except as follows:

1. Those continuing obligations of the Parties stated herein shall continue following termination or expiration of this Contract.
2. Contractor shall submit all remaining claims within sixty (60) days of the date of Contract termination or expiration, but no later than 6/30/2025.
3. Following termination or expiration of this Contract, Vaya may perform a post-payment review of billing, documentation, and other fiscal records, and any adjustments for amounts due or owed to either Party shall be added or deducted from any final reimbursement. Vaya may hold payment of pending claims until completion of a post-payment review. Both Parties shall settle their debts and claims within sixty (60) days of the completion of any such post-payment review and/or receipt of all final billing and required documentation.
4. All payments provided hereunder shall be adjusted so as not to exceed the amount due for services actually rendered prior to the date of termination or expiration. If advance payments have been made for services not provided as of the date of Contract termination or expiration, Contractor shall promptly refund all excess funds paid within the above-referenced sixty (60) days.

5. No such termination or expiration shall relieve Contractor, or any of its successors, assigns, owners, officers, directors, members, managers, partners, representatives, affiliates, employees, agents, subcontractors of any tier, and/or similarly situated individuals, from any liability or damages resulting from a material breach of any of its representations, warranties, covenants, conditions, or agreements set forth in this Contract.

IV. **OBLIGATIONS OF THE PARTIES.** Both Parties agree to comply with the conditions set forth in this Contract, including all appendices, attachments, exhibits, or schedules hereto, and all federal and state laws, rules, regulations, and payor program requirements applicable to the subject matter of this Contract, including any and all subsequent revisions or amendments thereto (hereinafter referred to as the "Controlling Authority"), which may include but are not limited to the following:

A. Title XIX of the Social Security Act (the "Act") and its implementing regulations;

B. All federal and state civil and criminal laws, rules, and regulations governing the provision of publicly funded health care services, including, but not limited to, the Anti-Kickback law codified at 42 U.S.C. § 1320a-7b(b) and its implementing regulations; the federal False Claims Act, 31 U.S.C. §§ 3729 – 3733 and its implementing regulations; the Ethics in Patient Referrals Act ("Stark Act") codified at 42 U.S.C. § 1395 and its implementing regulations; and the North Carolina Medical Providers False Claims Act, N.C.G.S. § 108A-70-10 *et seq.*;

C. Applicable provisions of N.C.G.S. Chapters 108A, 108D, 122C, 131D, and 131E;

D. Applicable provisions of North Carolina Administrative Code Chapters 21, 26, and 27 of Title 10A;

E. All federal and state laws, rules, and regulations governing patient rights, confidentiality, privacy, and security of protected health information, personally identifying information and/or sensitive information, including but not limited to: (i) N.C.G.S. §§ 75-61 *et. seq.*, and §§ 122C-52 through 56; (ii) the DMH/DD/SUS Client Rights Rules in Community Mental Health, Developmental Disabilities & Substance Abuse Services, APSM 95-2; (iii) the DMH/DD/SUS Confidentiality Rules, APSM 45-1; (iv) HIPAA; (v) the HIPAA Administrative Simplification Regulations at 45 CFR Parts 160, 162, and 164; and (vi) Confidentiality of Substance Use Disorder Patient Records laws and regulations codified at 42 U.S.C. § 290dd-2 and 42 CFR Part 2. This confidentiality requirement applies to any medium of communication, including, but not limited to, social media;

F. The Americans With Disabilities Act of 1990; Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 503 and 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; section 1557 of the Affordable Care Act; and subsequent amendments and regulations developed pursuant thereto, including, but not limited to, 45 CFR Part 92, to the effect that no person shall, on the grounds of any protected classification or characteristic, including, but not limited to, sex, age, race, color, creed, ancestry, religious affiliation, disability, national origin, gender identity, sexual orientation, pregnancy status, genetic information, health status / need for health services,

marital status, or parental status, be subjected to discrimination in the provision of any services or in employment practices;

G. The Drug Free Workplace Act of 1988;

H. DMH/DD/SUS Rules for MH/DD/SA Facilities and Services, published as APSM 30-1 and codified at Title 10A of the North Carolina Administrative Code;

I. Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers Final Rule, published on September 16, 2016, at 81 FR 63860, and effective on November 15, 2016, for implementation by November 15, 2017;

J. DMH/DD/SUS Records Management and Documentation Manual, APSM 45-2; the Record Retention and Disposition Schedule for DMH/DD/SUS Provider Agency, APSM 10-5; the Records Retention and Disposition Schedule for State and Area Facilities, APSM 10-3; and the DHHS Records Retention and Disposition Schedule for Grants, maintained by the Office of the State Controller;

K. Requirements and reporting obligations related to the Substance Abuse Treatment Block Grant (SAPTBG), Community Mental Health Services Block Grant (CMHSBG), Social Services Block Grant (SSBG), and accompanying state Maintenance of Effort (MOE) requirements; Project to Assist in the Transition from Homelessness (PATH) formula grant; Strategic Prevention Framework – State Incentive Grant (SPF-SIG), Safe and Drug Free Schools and Communities Act (SDFSCA), and all other state, county, and federal grant program funding compliance requirements, as applicable;

L. The requirements of any service-specific Scope(s) of Work or Financial Requirements attached hereto as an attachment, appendix, and/or schedule; and

M. Any other applicable federal or state laws, rules, or regulations in effect at the time MH/IDD/SU/TBI services are rendered to Members which relate to the provision, delivery, billing, or reimbursement of publicly funded (i.e., Medicaid, state, county/local, federal block grant) MH/IDD/SU/TBI services.

V. **OBLIGATIONS OF VAYA.** Vaya shall:

A. Reimburse Contractor in a maximum amount not to exceed $499,822 for services described herein and provided during the Term, according to the terms and conditions outlined in this Contract.

B. Provide the Contractor, upon request, with pertinent information necessary for the Contractor to perform its obligations under this Contract.

VI. **OBLIGATIONS OF CONTRACTOR.**

A. Contractor shall purchase and maintain insurance as listed below from a company or a self-insurance program which is licensed and authorized to do business in the State of North Carolina by the North Carolina Department of Insurance. Contractor shall not suspend, void, cancel, or reduce coverage limits in any of the following required insurance coverages below the stated minimums without giving thirty (30) days' prior written notice to Vaya. All premiums and deductibles shall be at the sole expense of Contractor. Failure to provide and maintain adequate insurance coverage is a material breach of this Agreement by Contractor. All such insurance shall meet all laws, rules, regulations, and requirements of the State. The

limits of coverage under each insurance policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement.

1. Insurance Coverage Requirements. Contractor shall purchase and maintain the following insurance coverages:
   1.1 Professional Liability/Errors and Omissions: Professional Liability/Errors and Omissions Insurance protecting Contractor and any employee performing work under the Agreement for an amount not less than $1,000,000.00 per occurrence/$3,000,000.00 annual aggregate.
   1.2 Comprehensive General Liability: Comprehensive Liability Insurance, including coverage for bodily injury, property damage, and contractual liabilities and indemnification (defined below) herein assumed by Contractor under this Agreement, protecting Contractor and its employees performing work under the Agreement from claims of bodily injury or property damage arising from operations under the Agreement for an amount of not less than $1,000,000.00 per occurrence/$2,000,000.00 annual aggregate.
   1.3 Automobile Liability and Property Damage Liability: Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, and hired automobiles for an amount not less than $100,000.00 per person and $300,000.00 per occurrence. Policies written on a combined single limit basis shall have a minimum limit of $1,000,000.00 for bodily injury and property damage.
   1.4 Workers' Compensation and Occupational Disease Insurance and Employer's Liability Insurance: Workers' Compensation and Occupational Disease Insurance if Contractor has employees, in such amounts required by the State. Contractor shall purchase and maintain Employer's Liability Insurance for an amount not less than $100,000.00 per accident for bodily injury by accident, $100,000.00 per employee/disease for bodily injury by disease, with a $500,000.00 policy limit, to the extent that the death of or injury to Contractor's employees are not covered by the Workers Compensation and Occupational Disease Insurance. Any Contractor not required by State law to obtain such coverage shall attest to the same in writing.
   1.5 Cyber Security and Privacy Liability Insurance/Cyber Risk Insurance: Cyber Security and Privacy Liability Insurance/Cyber Risk Insurance covering damages and costs incurred by Vaya because of a network security event or data compromise suffered by or attributed to Contractor. This can include legal fees, settlement costs, breach costs, regulatory damages, fines and penalties, media liabilities, and any other legal liabilities for an amount of not less than $5,000,000.00 per occurrence/claim (as written in this Contractor Insurance policy)/$10,000,000.00 annual aggregate.
   1.6 Umbrella or Excess Liability: Contractor shall purchase and maintain Umbrella or Excess Liability Insurance to provide coverage over the primary General Liability, Automobile Liability, and Workers' Compensation Employers' Liability Insurance policies protecting Contractor and its employees performing work under this Agreement from claims of bodily injury or property damage arising from operations under the Agreement for an amount not less than $1,000,000.00 per occurrence.
2. Tail Coverage. Liability Insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, Contractor shall purchase, at its sole cost, an extended reporting endorsement (a/k/a tail coverage) for a period of not less than three (3) years after the end of the Agreement Term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the Agreement Term, and upon Vaya's request Contractor shall also provide a copy of such policy to

Vaya. Tail coverage shall be in policy amounts of at least $250,000.00 per occurrence and $500,000.00 in the aggregate. If Contractor fails to obtain such tail coverage, Vaya shall have the option, but not the obligation, to obtain such tail coverage on behalf of Contractor, and Contractor shall pay the costs thereof to Vaya within thirty (30) days of receipt of notice from Vaya. This Section V.2 shall survive suspension, expiration, or termination of this Agreement.

3. Approval for Changes. Contractor shall obtain written approval from Vaya for any deviation from the minimum requirements listed above prior to providing Services.
4. Self-Insurance: Contractor shall have the right to self-insure its Workers' Compensation/Occupational Disease liability provided that the self-insurance program is licensed by the State's Department of Insurance and has been actuarially determined to be sufficient currently to pay the insurance limits required in this Agreement.
5. Certificates of Insurance/Memoranda of Insurance. Contractor shall submit certificates of insurance/memoranda of insurance ("COIs/MOIs") coverage to Vaya upon request. The insurance policies for the insurance coverage required herein shall be endorsed to reflect the minimum standards stated above, as well as all other requirements in the insurance provisions of this Agreement. Prior to Vaya's execution of this Agreement, Vaya may, at its sole discretion, require Contractor to provide copies of insurance policies and/or COIs/MOIs evidencing the insurance coverage required herein, as well as all other requirements in the insurance provisions of this Agreement.
6. Form. The COIs/MOIs shall be on certificate form(s) as furnished by Contractor's insurer(s) and/or underwriter(s). Vaya's acceptance of COIs/MOIs which do not comply with the insurance requirements herein shall not be deemed a waiver of the insurance requirements. Vaya reserves the right to require certified copies of any or all policies required by this Agreement.
7. Waiver of Subrogation. With respect to Contractor's general liability, automobile liability, and umbrella policies, Contractor shall have its insurers and underwriters specifically and explicitly waive their rights of subrogation (whether by loan receipts, equitable assignment, or otherwise) against Vaya and its officers, directors, employees, representatives, agents, assigns, successors, servants, suppliers, materialmen and subcontractors of any tier, and any insurers, excess insurers, and underwriters of any of the foregoing, (collectively "Vaya Group"). Contractor agrees to waive its rights of subrogation against Vaya Group.
8. Additional Insured/Loss Payee. Except for Workers' Compensation/ Occupational Disease insurance, all policies shall name as additional insureds or loss payees, as applicable depending on the terms of the policy, the members of Vaya Group, as listed above, and all such insurance policies shall be specified as noncontributory and primary regardless of any other insurance carried by Vaya Group. All policies naming members of Vaya Group as additional insureds or loss payees shall provide coverage to the additional insureds or loss payees on a broad form basis with such additional insured or loss payee coverage being just as broad as the coverage provided to the named insured, including, but not limited to, coverage for the concurrent negligence of each additional insured and not be restricted to and/or contain exclusions for (a) "ongoing services," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent. Any policy that limits coverage afforded to Vaya Group as additional insureds or loss payees to liabilities arising out of acts or omissions of Contractor, or any similar limitation, shall not be in compliance with the requirements of this Agreement. Contractor understands, acknowledges, and agrees that the insurance coverages

required by this Agreement shall not be invalidated as regards the interest of Vaya Group by any act or neglect of the named Insured or any or all members of Vaya Group.

9. Liability. Failure of Contractor to secure the insurance coverages, or to comply fully with any of the insurance provisions of this Agreement, or to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall be the responsibility of Contractor and shall in no way act to relieve Contractor from the obligations of this Agreement, any provision hereof to the contrary notwithstanding. If liability for loss or damage is denied by Contractor's insurer(s) and/or underwriter(s), in all or in part, for any reason whatsoever, including, but not limited to, breach of said insurance by Contractor or failure of Contractor or its subcontractors of any tier to maintain any of the insurance herein required, Contractor shall indemnify (defined below) any and all members of Vaya Group against all claims, demands, costs, and expenses, including, but not limited to, attorney's fees and punitive damages, which would otherwise be covered by said insurance even if the liability arises out of the concurrent negligence, strict liability, gross negligence, willful or wanton misconduct, or other fault of any or all members of Vaya Group.
10. Continuous Coverage and Notifications. Following execution of this Agreement, Contractor shall:
    a. Submit to Vaya new COIs/MOIs no later than ten (10) days after the replacement of any required insurance coverage to ensure documentation of continual coverage;
    b. Notify Vaya in writing at least thirty (30) days prior to any cancellation, expiration, or material change in coverage;
    c. Provide evidence to Vaya of continual coverage at the policy limits stated above within thirty (30) days of the effective date of such change if Contractor changes insurance carriers during the performance period of the Agreement, including tail coverage as required for continual coverage; and
    d. Notify Vaya in writing within ten (10) business days of knowledge or notice of a claim, suit, or criminal or administrative proceeding against Contractor or any licensed practitioner employed or subcontracted by Contractor relating to the Services provided under this Agreement.

B. Contractor shall contemporaneously complete and maintain all necessary and customary documentation required for the delivery of services provided under this Contract in accordance with applicable federal and state laws, rules, regulations, policies, and manuals governing the retention of such records.

C. Contractor agrees to cooperate with and allow any Vaya announced or unannounced on-site audits, inspections, investigations, and post-payment reviews and inspection or copying of financial records concerning claims and/or invoices paid on behalf of Vaya Health plan members, services delivered pursuant to this Contract, records of staff who delivered or supervised the delivery of paid services pursuant to this Contract, Vaya Health plan members' clinical records, and any other clinical or financial items related to the claims paid pursuant to the terms of this Contract as deemed necessary to assure compliance with applicable state or federal laws, rules, and regulations. Contractor shall provide copies of records or other information within the timeframes set forth in written request from Vaya.

D. Contractor shall communicate with Vaya as reasonably necessary to perform Contractor's obligations under this Contract.

E. Contractor shall collaborate with Vaya and provide relevant information as reasonably necessary for Vaya to perform its obligations under this Contract and/or to comply with any of its reporting or other requirements to the Department.

F. Contractor shall comply with the terms of Attachments A and A-1 which are attached hereto and incorporated herein by reference.

VII. **RESTRICTIONS ON THE EXPENDITURE OF FEDERAL FUNDS.**

A. Acronyms. For purposes of this Contract, "SAPTBG" shall refer to the Substance Abuse Prevention and Treatment Block Grant, "CMHSBG" shall refer to the Community Mental Health Services Block Grant, "MHBG" shall refer to the Mental Health Block Grant, and "PATH" shall refer to the Projects for Assistance in Transition from Homelessness Formula Grant Funds (collectively "federal grant funds").

B. Restrictions Applicable to Federal Grant Funds. The following restrictions apply to all federal grant funds received by CONTRACTOR from VAYA:

1. CMHSBG funds shall not be used to provide or purchase inpatient services;
2. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with prior written approval from an authorized representative of DMH/DD/SUS for the exception described in 45 CFR § 96.135 (c);
3. SAPTBG and MHBG funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services. The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are considered to be cash equivalents.
4. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used for the purchase or improvement of land, purchase, construction, or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including medical equipment;
5. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds. (i.e., Federal funds may not be used to satisfy any condition for any state, local, or other funding match requirement);
6. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
7. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
8. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State, which includes but is not limited to jails, prisons, adult and juvenile detention centers, juvenile training schools, and holding facilities;
9. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including VAYA, CONTRACTOR, or contractor

employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule;

10. Agencies or organizations receiving federal grant funds must receive prior written approval from an authorized representative of DMH/DD/SUS regarding the use of evidence-based program incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal incentives offered, and the manner of utilization of any such approved incentives for clients, recipients, students, or other persons. "Nominal incentives" are restricted to those of no more than twenty-five dollars ($25.00) in value per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, lottery tickets, or any sexually oriented materials.
11. Federal grant funds shall not be utilized for law enforcement activities;
12. No part of any federal grant funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself;
13. No part of any federal grant funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.
14. PATH funds shall not be expended on any of the following: (1) to support emergency shelters or construction of housing facilities; (2) for inpatient psychiatric treatment costs or inpatient substance abuse treatment costs; or (3) to make cash payments to intended recipients of mental health or substance abuse services, except as permitted by 45 CFR § 96.135(c).

VIII. FINANCIAL REQUIREMENTS

A. Reimbursement and Compensation. The amount and conditions of reimbursement to Contractor for non-Medicaid services rendered by Contractor is set forth herein and in Attachments A and A-1. If this Contract is deemed to be a financial assistance Contract, additional reporting requirements are listed in the Scope(s) of Work attached hereto as Attachment A. By accepting county, State, and/or federal grant funds, Contractor agrees to appropriately use such funds and accepts Vaya's oversight, monitoring, and evaluation of Contractor. The Parties understand, acknowledge, and agree that reimbursement for non-Medicaid services is dependent upon the appropriation, allocation, or availability of funds by the State of North Carolina to Vaya for such purpose. If the State of North Carolina reduces funding for non-Medicaid services at any time after the execution of this Contract or if at any time Vaya determines, in its sole discretion and in view of Vaya's total operations, that the appropriation, allocation, or availability of funds by the State of North Carolina to Vaya for non-Medicaid services is insufficient for continuation of such services at

the level and/or rates contemplated herein, Vaya may issue an amendment to Attachments A and A-1 and/or reduce or discontinue authorization and/or funding for specific service lines.

B. Submission and Reimbursement of Non-UCR Invoices. Contractor shall submit an invoice for all non-Unit Cost Reimbursement ("UCR") expenses within forty-five (45) days after the month in which the expenses were paid, except for services rendered in June of each year. Contractor shall submit non-UCR invoices on the current SFY Invoice Template approved by Vaya. For services rendered in June, Contractor shall submit non-UCR invoices no later than July 20 of the same year with the exception of invoices funded with non-UCR State Special Categorical Funds. Contractor shall submit all invoices for non-UCR State Special Categorical Funds within three (3) business days prior to the Final State Financial Status Report submission deadline established by DMH/DD/SUS for the applicable State fiscal year to allow sufficient time for Vaya to process invoices and complete all required reporting. As determined in the sole discretion of Vaya, failure to submit non-UCR invoices within the timeframes specified in this Section may result in denial of the invoice, issuance of a plan of correction, referral for monitoring or other program integrity activities, or adverse action up to and including termination of the Contract. Non-UCR invoices are reviewed for accuracy by Vaya Provider Network Operations Department, and, if approved, are paid within ten (10) business days following approval.

C. Financial Statements. If required by Attachment A, Contractor shall submit on a quarterly basis both balance sheet and income statements no later than the last working day of the month following the end of the quarter being reported. Income statements shall contain both budget and actual month- and year-to-date data for revenues and expenses. Income statements shall be submitted for program groupings as identified in Attachment A. Revenues (including all first- and third-party revenue, including, but not limited to, Medicare, Medicaid, and private insurance) shall be disclosed on an accrual basis with an estimated allowance. If available, Contractor shall also submit annual audited financial statements to Vaya upon request. The balance sheet, income statements, and financial statements shall be signed either by Contractor's chief executive officer or its chief financial officer attesting that the financial data reported is true and accurate to the best of their knowledge and belief.

D. Document Submission. Any financial documents required to be submitted by Contractor under this Section shall be sent electronically to Payables@vayahealth.com.

IX. **TERMINATION OF THE CONTRACT:** This Contract may be terminated under any of the following circumstances:

A. Either Party may terminate this Contract effective upon written notice to the other Party if Federal, State, and/or local funds allocated to Vaya are reduced, revoked, or terminated in a manner beyond the control of Vaya for any part of the Contract period. In such event, Vaya will provide payment to Contractor for reimbursable claims timely submitted for services delivered prior to the effective date of the notification, for which Contractor is qualified, and up to the amount of funds specifically allocated for the intended purpose of this Contract.

B. This Contract may be terminated at any time upon mutual consent of both Parties with mutually agreed upon notice to any Vaya Health plan members.

C. This Contract may be terminated by either Party for no reason at all (without cause) by giving at least thirty (30) days' prior written notice of termination to the other Party, or longer notice if required to comply with Controlling Authority.

D. This Contract may also be terminated by Contractor for cause with at least sixty (60) days' prior written notice to Vaya, or longer if required to ensure continuity of care for Vaya Health plan members. Cause for termination by Contractor shall be documented in writing detailing the grounds for the termination and may include failure of Vaya to timely reimburse Contractor for reimbursable and timely invoiced claims as established in this Contract.

E. This Contract may also be terminated by Vaya for cause effective upon written notice to the Contractor or such other date as specified in the notice. Vaya shall document such cause in writing and detail the grounds for the termination. Cause for any action up to and including termination includes, but is not limited to:

1. The Department issues a revocation of state and/or federal funding against Contractor; or
2. Contractor's participation in the Medicare program, NC Medicaid program, another state's Medicaid program, or N.C. Health Choice program, is suspended, terminated, or excluded; or
3. Contractor is terminated for cause from participation in providing services to enrollees of another LME/MCO or of any other managed care organization; or
4. Any other loss of, or sanction against, required facility or professional licensure, accreditation, or certification of the Contractor, or any of its Owners or Managing Employees; or
5. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, fails to meet certification, accreditation, or licensure standards prescribed by Controlling Authority; or
6. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, has failed to provide or deliver services as specified in the Contract, including a failure to comply with Controlling Authority, or a failure to provide timely, complete, and accurate documentation of services as required by this Contract; or
7. Determination by Vaya that the conduct of Contractor, or any of its Owners or Managing Employees, or the standard of services provided threatens to place the health or safety of any Member in jeopardy; or
8. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, is engaged in fraudulent or abusive billing, documentation, or clinical practices; or
9. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, has provided fraudulent, misleading, or misrepresented information to Vaya or any Member; or

10. Contractor, or any of its Owners or Managing Employees, fails to cooperate with any investigation, audit, post-payment review or routine or focused monitoring conducted by Vaya; or
11. Contractor fails to timely reimburse Vaya for overpayment(s) identified by Vaya or fails to comply with any payment plan authorized by Vaya for the repayment of any overpayment(s); or
12. Contractor fails to provide prior, written notice to Vaya of intent to dissolve or cease operations and/or has dissolved or ceased operations, whether due to retirement, bankruptcy, insolvency, relocation, acquisition, merger, or sale, or for any other reason; or
13. Contractor fails to perform Contract obligations without corrective action, regardless of any notice to this effect by Vaya; or
14. Contractor has falsified any information provided on documentation submitted that is related to screening, credentialing, or enrollment in Vaya's Closed Network or the State's Medicaid program, including, but not limited to, the enrollment, credentialing, or re-credentialing application; or
15. Any other material breach by Contractor, or any of its Owners or Managing Employees, of this Contract not otherwise described above.

F. If federal or state laws, rules or regulations are amended or judicially interpreted so as to render the fulfillment of the Contract on the part of either Party impossible, both the Contractor and Vaya shall be discharged from further obligation under the terms of this Contract, except for settlement of the respective debts and claims incurred before the effective date of termination.

GENERAL PROVISIONS:

A. Compliance. Contractor understands that Controlling Authority may be revised, amended, or updated during the Term of this Contract, and Contractor agrees to maintain knowledge of Controlling Authority and any changes thereto, to deliver services in accordance with Controlling Authority, and to provide education and training on Controlling Authority to its owners, officers, directors, members, managers, partners, representatives, affiliates, employees, agents, and subcontractors of any tier to ensure compliance with same. If Contractor delivers Medicaid-reimbursable services, CONTRACTOR shall develop and implement a compliance program in accordance with 42 U.S.C. §1396a(kk)(5).
   1. Compliance with State and Federal Laws: Contractor understands and agrees that it is subject to all State and federal laws, rules, regulations, and allocation guidelines that apply to this Contract, and all persons and entities receiving county, state, and/or federal funds. Contractor understands and agrees that any violation by any provider of a State or federal law relating to the delivery of services pursuant to this Contract could result in liability for money damages and/or civil or criminal penalties and sanctions under State and/or federal law.

B. Independent Contractor: Despite any provisions of this Contract to the contrary, the Parties agree that each is an independent contractor of one another, and the Parties' relationship

under this Contract or any act and/or omission shall not be construed to be or create a partnership, agency, joint venture, franchise, association, or employment relationship.

C. Assignment: Contractor shall not assign, delegate, or transfer this Contract or any interest hereunder without prior written notice to and the prior written consent of Vaya. Any attempt by Contractor to assign, delegate, or transfer this Contract or its interest hereunder without complying with the terms of this Section shall be void and of no effect, and Vaya, at its option, may elect to terminate this Contract, in accordance with the terms of Article IX, without advance notice. Vaya may assign, delegate, or transfer this Contract or any interest hereunder in whole or in part to any successor to the assets or operations of Vaya, or to any affiliate of Vaya, provided that the assignee / delegate / transferee agrees to assume Vaya's obligations under this Contract.

D. Subcontracting and/or Delegation: Contractor must obtain prior written consent from Vaya before subcontracting any of the services to be provided by Contractor under this Contract to such subcontractor. All services subcontracted or delegated shall continue to be subject to the terms of this Contract. Contractor must ensure that any subcontractors or delegates performing any obligations of this Contract meet all requirements of this Contract in their performance of such obligations.

E. Entire Agreement; Modification: This Contract and any attachments constitute the entire agreement between the Parties and supersede all prior agreements and understandings, oral or written, with respect to the subject matter hereof. Should the terms of any attachment hereto conflict with the terms of this Contract, the terms of this Contract shall govern, unless expressly provided otherwise. This Contract may be changed only by an agreement in writing signed by an authorized representative of each Party.

F. Invalid Provisions; Severability. Any provision of this Contract which is determined by a court of competent jurisdiction to be prohibited, unenforceable, or not authorized shall be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision. In such case, such determination shall not affect any other provision of this Contract, and the remaining provisions of this Contract shall remain in full force and effect. If any provision or term of this Contract is susceptible to two or more constructions or interpretations, one or more of which would render the provision or term void or unenforceable, the Parties agree that a construction or interpretation which renders the term or provision valid shall be favored.

G. Waiver of Terms; Waiver of Breach. No covenant, term, condition, or undertaking contained in this Contract may be waived except by the explicit written agreement of the Parties. Forbearance or indulgence in any other form by either Party in regard to any covenant, condition, or undertaking to be kept or performed by the other Party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other Party shall be entitled to invoke any remedy available under the Contract or at law or in equity, despite any such forbearance or indulgence. The waiver by any Party of a breach of any of the provisions of

this Contract by any other Party shall not be construed as a continuing waiver of such provision, or as a waiver of any subsequent breach by the breaching Party.

H. Governing Laws; Venue; Jurisdiction. The laws of the State of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this Contract. The exclusive venue for resolution of any dispute between the Parties related to the subject matter of this Contract shall be in the General Court of Justice, Superior Court Division of the Trial Courts for Buncombe County, North Carolina, or the U.S. District Court for the Western District of North Carolina, Asheville Division. Contractor hereby consents to the jurisdiction of the State and federal courts located in Asheville, North Carolina.

I. Indemnification and Hold Harmless: Contractor, and its successors, assigns, owners, members, partners, managers, officers, directors, employees, representatives, agents, and/or subcontractors of any tier, in their representative (and not individual) capacities, (collectively the "Contractor Indemnitors"), shall fully protect, release, defend, indemnify, and hold harmless, (collectively "Indemnification" or "Indemnify"), Vaya, and its officers, directors, employees, representatives, agents, assigns, successors, servants, suppliers, materialmen, and subcontractors of any tier, and any insurers, excess insurers, and underwriters of any of the foregoing (collectively "Vaya Indemnitees") from and against any and all claims, demands, allegations, suits, losses, liabilities, expenses, costs (including reasonable or actual attorney's fees), judgments, settlements, obligations, damages (whether nominal, compensatory, consequential, punitive, treble, or exemplary), and causes of action of every kind and nature, whether known or unknown, whether contingent or liquidated, whether at law or in equity, whether or not involving a third party, whether related to or on account of bodily/mental injury or infliction, death, property (real, personal, and/or intellectual) damage or loss, or any other injury, damage or loss, incurred or sustained by or made against any or all members of the Vaya Indemnitees, and whether arising from tort, contract, or otherwise, without limit, directly or indirectly arising out of, relating to, and/or resulting from: (1) any breach, material or non-material, of any representation or warranty, by any or all Contractor Indemnitors, contained in this Contract, (2) any breach, material or non-material, of any covenant, obligation, agreement, or duty under this Contract and/or under applicable laws, rules, and/or regulations, by any or all Contractor Indemnitors, and/or (3) the wrongful, intentional, grossly negligent, and/or ordinary negligent acts, errors, and/or omissions, by any or all Contractor Indemnitors in rendering services or performing their obligations, covenants, agreements, and/or duties pursuant to or in furtherance of this Contract, in each case whether or not caused by the negligence of any or all Vaya Indemnitees, (collectively "Contractor Claim"), and whether or not the relevant Contractor Claim has merit. Contractor Indemnitors expressly waive any defense of prematurity to a claim for Indemnification by any Vaya Indemnitee; and any Vaya Indemnitee shall have the right to a claim for Indemnification pursuant to this Section prior to any loss being sustained by it.

Vaya and its officers, directors, managing employees, representatives, and agents, in their representative (and not individual) capacities, (collectively "Vaya Indemnitors") shall

Indemnify Contractor and its employees, affiliates, subcontractors, or agents (the "Contractor Indemnitees") from and against any and all of the following alleged or asserted by a third party: claims, demands, losses, liabilities, expenses, costs (including reasonable or actual attorney's fees), judgments, obligations, damages (whether nominal, compensatory, punitive, or treble), and causes of action of every kind and character, whether arising from tort, contract, or otherwise, whatsoever related to or on account of bodily injury, death, property damage or loss, or any other damage or loss, incurred or sustained by or made against any or all members of the Contractor Indemnitees, without limit, directly or indirectly arising out of the negligent acts, errors, or omissions by or on behalf of any or all Vaya Indemnitors in performing their obligations pursuant to or in furtherance of this Contract.

Further, neither Party to this Contract shall be responsible for any obligation or liability assumed by the other Party or its employees, affiliates, subcontractors, or agents, unless expressly set forth in this Contract. Nothing contained in this Section shall prevent either Party from filing and pursuing an action for damages against the other Party based on an alleged failure to satisfactorily render services or to perform obligations pursuant to this Contract. This Section shall survive suspension, expiration, or termination of this Contract.

J. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS CONTRACT OR OTHERWISE, NEITHER VAYA NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SERVANTS, SUPPLIERS, MATERIALMEN, AND SUBCONTRACTORS OF ANY TIER, AND ANY INSURERS, EXCESS INSURERS, AND UNDERWRITERS OF ANY OF THE FOREGOING, ("VAYA PARTY"), WILL BE LIABLE TO CONTRACTOR AND/OR ANY OF ITS SUCCESSORS, ASSIGNS, OWNERS, HEIRS, MEMBERS, PARTNERS, MANAGERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AND/OR AGENTS ("CONTRACTOR PARTY'),UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OR INACCURACY OF INFORMATION, EVEN IF VAYA PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT TO THE CONTRARY, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ANY VAYA PARTY TO ANY CONTRACTOR PARTY AND ANYONE CLAIMING BY OR THROUGH ANY CONTRACTOR PARTY FOR ANY AND ALL CLAIMS, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES) OR DAMAGES, AND CLAIMS EXPENSES, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT, SHALL NOT EXCEED THE TOTAL REIMBURSEMENT FOR CLEAN CLAIMS RECEIVED BY THE CONTRACTOR DURING THE TERM OF THIS CONTRACT AS OF THE DATE OF THE ALLEGED OFFENSE. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE(S) OF ACTION, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. IN NO EVENT WILL THE VAYA PARTY BE LIABLE TO THE CONTRACTOR PARTY FOR ANY MATTER BEYOND VAYA'S REASONABLE CONTROL. THIS SECTION SHALL SURVIVE SUSPENSION, EXPIRATION OR TERMINATION OF THIS CONTRACT.

K. Governmental Immunity: Notwithstanding any provision in this Contract to the contrary, nothing contained in this Contract shall be deemed to constitute a waiver of the sovereign or governmental immunity of Vaya as a local political subdivision of the State of North Carolina, which immunity is hereby expressly and fully reserved to Vaya. This Section shall survive suspension, expiration, or termination of this Contract.

L. Right of Setoff. Vaya shall have the right to set off from any compensation or reimbursement due to Contractor any amounts that may be due to Vaya from Contractor under this Contract or otherwise.

M. Binding Effect. The rights and obligations of each Party under this Contract shall inure to the benefit of and shall be binding upon the successors, assigns, heirs, and legal representatives of such Party.

N. No Third-Party Beneficiaries. Nothing in this Contract shall be construed as creating or justifying any allegation, demand, claim, action, cause of action, argument, judgments, defense, liability, obligation, damages, losses, costs, attorneys' fees (reasonable or actual), loss of service, expenses, compensations, or nominal, compensatory, consequential, punitive, or treble damages of whatsoever kind or nature, whether known or unknown and whether contingent or liquidated, whether at law or in equity, however alleged or arising, by any third party against Vaya, Contractor, or the Department.

O. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and writing and addressed to the address listed below, or to such other address as the Party may designate by notice to the other Party, or as otherwise specified herein. Notices will be considered effective upon receipt when delivery is by trackable mail, postage prepaid, by electronic means, or by hand delivery:

Vaya Health	Madison County
Attn: Office of General Counsel	Attn: Matt Wechtel
200 Ridgefield Court, Suite 218	PO Box 579
Asheville, North Carolina 28806	Marshall, North Carolina 28753
Contracts@vayahealth.com	mwechtel@madisoncountync.gov

P. Incorporation of Recitals. The recitals set forth above are an integral part of this Contract and shall have the same contractual significance as any other language.

Q. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Contract, and any and all appendices, attachments, exhibits, and/or schedules, may be electronically executed and/or delivered by facsimile or other electronic means by any Party to any other Party. The receiving Party may rely on the receipt of such document so executed and/or delivered as if an original had been duly executed and received.

R. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the State of North Carolina General Statutes. Further if Contractor utilizes a subcontractor(s) of any tier, Contractor shall require its subcontractor(s) of any tier to comply with the requirements of Article 2 of Chapter 64 of the State of North Carolina General Statutes.

S. Inspection and Audit. Vaya shall have the right to inspect and audit Contractor's books, documents, papers, and other records, whether on paper or in electronic or other form, upon request to evaluate Contractor's compliance with the terms of this Contract.

T. Publicity. The Parties shall not publish or disseminate any advertising or proprietary business material or information, whether in printed or electronic form (including photographs, films, and public announcements), or any business papers or documents which identify the other Party or its facilities without the prior written consent of the other Party, except that Contractor consents to the inclusion of any of the following information in any and all marketing and administrative materials published or distributed in any medium by Vaya: name, address, telephone number, office hours, type of practice or specialty, website, languages spoken, available practitioners (including any board certification, education, or training history), and services. This Section shall survive suspension, expiration, or termination of this Contract.

U. Headings. The section headings used herein are for reference and convenience only, and shall not affect the meaning, construction, or interpretation of this Contract.

V. Authority to Bind Parties. The individuals signing this Contract on behalf of the Parties represent and warrant they are empowered and duly authorized to bind the Party on whose behalf they are signing to this Contract.

[The remainder of this page is intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in accordance with its terms, effective upon complete execution by all of the Parties.

Madison County	Vaya Health
PO Box 579	200 Ridgefield Court, Suite 218
Marshall, North Carolina 28753	Asheville, North Carolina 28806
Federal Tax ID#: 56-6000316	
By: _____ (SEAL)	By: _____ (SEAL)
Name: Matt Wechtel	Tracy J. Hayes, JD, CHC
Title: CHAIRMAN, MADISON COUNTY BOARD OF COMMISSIONERS	Area Director and Chief Executive Officer
Date: November 12, 2024	Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. General Statute 159.

By: _____

LME/MCO Finance Officer

Date: _____

Attachment A – Scope of Work

This **Attachment A –Scope of Work** is an integral part of the Contract by and between VAYA and MADISON COUNTY ("CONTRACTOR"). This Attachment A is effective during the Term. CONTRACTOR agrees to provide MH/IDD/SU/TBI services to eligible Members as set forth in the Contract (including the provisions in this Attachment A) and in accordance with all requirements set forth or referenced in Controlling Authority, including but not limited to the VAYA Provider Manual, applicable federal and state laws, rules, and regulations, applicable DMH/DD/SUS Service Definitions (available at https://www.ncdhhs.gov/divisions/mhddsas/servicedefinitions), NC Medicaid Clinical Coverage Policies (available at https://medicaid.ncdhhs.gov/providers/clinical-coverage-policies/behavioral-health-clinical-coverage-policies), and implementation updates, bulletins, and manuals issued by the Department governing the provision of services in this Attachment A, and all subsequent revisions to the foregoing. Any capitalized term not otherwise defined in this Attachment A shall have the same meaning and definitions as set forth in other portions of the Contract.

I. **Name/Description of Service(s), Program, or Initiative:** Madison County SU Prevention, Treatment, and Recovery Block Grant
   A. **Description or Explanation of Program or Initiative, if applicable:** Madison County will serve residents of Madison County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery.

II. **County or Counties Served:** Madison

III. **DMH/DD/SUS Service Definition(s), if applicable – CONTRACTOR shall deliver the service(s) identified herein in accordance with the following NC Medicaid Clinical Coverage Policy, DMH/DD/SUS Service Definition and/or VAYA in lieu of service definition and the Additional Service Requirements listed herein:** Not Applicable

IV. Additional Service Requirements
   A. **Staffing Patterns and Infrastructure** Not Applicable
   B. **Staff Training Requirements** Not Applicable
   C. **Best Practices/Model Fidelity** *(for example evidence-based practices, HCBS standards)* Not Applicable
   D. **Service Delivery Requirements above and beyond requirements of applicable NC Medicaid Clinical Coverage Policy, DMH/DD/SUS Service Definition or VAYA in lieu of service definition** *(if not covered in a Service Definition)*
      1. CONTRACTOR shall utilize funds to purchase two (2) vehicles to support individuals involved with Drug Court and/or MOUD treatment at the Health Department;

2. CONTRACTOR shall utilize funds purchase equipment for the Health Department and Department of Social Services that will be used to support individuals involved with their MOUD program or dealing with substance use themselves or within their family;
3. CONTRACTOR shall utilize funds to purchase equipment for EMS/Sheriff's office that will be used when responding to overdose calls;
4. CONTRACTOR shall utilize funds for Drug Court and Health Department renovations and services;
5. CONTRACTOR shall utilize funding for medical and dental services for individuals involved with Drug Court and MOUD program at the Health Department;
6. CONTRACTOR shall utilize funding for urine drug screening for individuals with substance use and who are involved with Department of Social Services;
7. CONTRACTOR may utilize funds for training for Health Department and Drug Court staff on Internal Family Systems and CADCA;
8. CONTRACTOR shall utilize funds to purchase vehicle and equipment for Opioid Response Team;
9. CONTRACTOR shall utilize funds to purchase vehicle to support individuals with SU needs who are involved with Department of Social Services;
10. CONTRACTOR shall utilize funds to purchase equipment for the Opioid Response Team;
11. CONTRACTOR shall utilize funds to purchase Thermo Narcotics Analyzer for the Sheriff's Department;
12. CONTRACTOR may utilize funds to purchase transportation gift cards for Drug Court participants;
13. CONTRACTOR shall not use funds to provide cash payments or purchase gift cards;
14. CONTRACTOR shall not utilize funds to supplement any reimbursement for services or staff activities that are provided through NC Medicaid;
15. CONTRACTOR shall not utilize funds to purchase hypodermic needles or syringes so that members may use illegal drugs;
16. CONTRACTOR shall not utilize funds to provide treatment services for individuals who are currently incarcerated; and
17. CONTRACTOR shall not utilize funds for any law enforcement activities.

V. Documentation Requirements

A. CONTRACTOR shall provide and maintain a monthly summary of services provided which may include but is not limited to:
   1. Number of participants in the MOUD and Drug Court program (verified through enrollment/referral forms)
   2. Percentage of participants who complete MOUD and/or Drug Court program (verified through internal reports)

3. Percentage of participants who maintain active engagement in services such as counseling, clinical visits, substance use treatment, etc. (verified by treatment providers and internal reports)

VI. **Community Collaboration**

A. CONTRACTOR shall participate in community meetings with VAYA and other stakeholders to inform them of funding availability. Community stakeholders will include but not limited to:
   1. Madison County Substance Use Coalition

VII. **Funding and Financial Requirements**

A. **In addition to the requirements set forth in this Contract, including any attachments, CONTRACTOR shall adhere to the following additional financial requirements:**
   1. CONTRACTOR shall submit a budget for the current FY upon execution of this contract. VAYA will approve or disapprove the budget within 30 days of receipt. If the budget is not approved, CONTRACTOR shall re-submit for approval within 15 days.
   2. CONTRACTOR shall adhere to the approved Annual Budget. Any revisions to or deviations from the budget must be approved in writing by the VAYA.
   3. CONTRACTOR shall submit monthly invoices to payables@vayahealth.com with a brief description of how funds were utilized by the 15th of the following month.

B. **Specifically see Attachments A-1**

VIII. **Reporting & Performance Outcomes**

A. **Reporting Requirements:** CONTRACTOR shall provide a monthly summary document to VAYA (Network.Management@vayahealth.com) and Community Stakeholders. Summary should include the performance measures outlined in section V. The summary should not include any Protected Health Information ("PHI").

B. **Performance Outcomes:** CONTRACTOR shall monitor the following indicators and include them in their monthly summary document,
   1. Percentage of patients/clients reporting improvement in quality of life since engaging in MOUD/Drug Court?
   2. Percentage of patients/clients reporting hurdles in their recovery this past month?
   3. The number of patients/clients who have attended all their required appointments/meetings
   4. Percentage of negative Urine Drug Screens as expected

Docusign Envelope ID: 086E6A56-BED9-488E-A771-7BA7E98AB78A

Attachment A-1 - Madison County FY 2024/2025

Services Effective 7/1/2024-6/30/2025 unless otherwise noted below

	SOURCE OF FUNDS			REPORTING EXPECTATION		
Site and Service	Federal Non-UCR Funding	Total Funding		Submit Invoice with Actual Expenditures for Payment	Total Funding	Payment Method
SUPTRS	$ 499,822	$ 499,822		$ 499,822	$ 499,822	Expense/Invoice
		$ -			$ -	
TOTAL CONTRACT AMOUNT	**$ 499,822**	**$ 499,822**		**$ 499,822**	**$ 499,822**	

A RESOLUTION BY THE COUNTY OF MADISON TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Madison County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA") and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF");

WHEREAS Madison County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section B.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

(i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
(ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
(iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, Madison County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
    a. Name of strategy: Recovery Support Services
    b. Strategy is included in Exhibit A
    c. Item letter and/or number in Exhibit A or Exhibit B of the MOA: 3
    d. Amount authorized for this strategy: $200,816.00
    e. Period of time during which expenditure may take place:
        January 1, 2025 through June 30, 2026
    f. Description of the program, project, or activity: Using these funds a new program, Madison Recovery Pathways, will be implemented. Under this program clients will receive assistance with housing, employment related support, transportation, and re-entry support. These clients will be provided person centered assessments to determine assistance and resources needed. These clients will also be referred to existing local programs if additional resources are needed outside of this program. All funds and resources provided under this program will be managed by the Community Care Coordinator who will work within the Madison County Health Department.
    g. Provider: Community Care Coordinator, $72,116.00

The total dollar amount of Opioid Settlement Funds appropriated in the above named and authorized strategy is $200,816.00.

Adopted this the 12th day of November, 2024.

Matthew Wechtel, Chair
Madison County Board of Commissioners

ATTEST:

Mandy Bradley, Clerk to the Board

Attachment 2.4

North Carolina Department of Public Safety
Division of Emergency Management

APPLICANT: Madison County Government

DISASTER: Tropical Storm Helene
FEMA No: **DR-4827-NC**

STATE–APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management ("the State") and Madison County Government ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant in response to the disaster named **Tropical Storm Helene** and pursuant to the Major Disaster Declaration made by the President of the United States numbered FEMA **DR-4827-NC**.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. The Applicant's Agent has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant, that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.

3. The Applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).

4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically, that Federal assistance is no less than 75% of eligible expenditures, and that State assistance may be limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.

5. The Applicant shall provide the following completed documentation to the State:
    a. The required NCEM Funding Agreement, which includes both this State-Applicant Disaster Assistance Agreement (SAA) form and the Designated Authorized Agent (DAA) form
    b. Private Non-Profit Organization Certification (if relevant)
    c. Summary of Documentation Form itemizing actual costs expended for large project payment requests
    d. Quarterly Progress Reports (formerly monthly progress reports)
    e. Copies of Single Audit Reports as applicable

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules, and regulations.

7. The Applicant shall provide to the State Quarterly Progress Reports for all open large projects funded by FEMA disaster assistance grants. The first Progress Report shall be due on the 10th day of the first month following the initiation of the project and subsequent Progress Reports will be due on the 10th day the first month of each quarter thereafter until the project is complete. Forms and reporting requirements may be obtained from NCEM Recovery/Public Assistance.

8. The Applicant, its employees, and agents, including consultants, contractors, and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative (GAR), full access to and the right to examine all records and documents related to the use of disaster assistance funds.

9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative (GAR), any funds advanced to the Applicant that are not supported by audit or Federal or State review of documentation maintained by the Applicant.

10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.

11. As a subrecipient of FEMA Public Assistance funds, the Applicant shall comply with FEMA's requirements to obtain and maintain insurance as applicable to any project that FEMA funds. If the Applicant does not obtain and maintain this insurance, FEMA may not fund future damages on the applicable facilities lacking FEMA-denoted insurance.

12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative (GAR) and in accordance with applicable Federal and State statues, rules, and regulations.

13. Closeout
    a. Large Projects - The Applicant shall request a final inspection within ninety (90) days after completion of each large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall provide all required supporting documentation to State and/or Federal inspectors at the time.

    b. Small Projects – The Applicant must submit the certification to the State within 120 days and no later than 180 days from the latest small project work completion date or the latest approved deadline of the Applicant's small projects, whichever is sooner. The Applicant

will be required to submit a Project Completion and Certification Report (P.4.) to the State certifying that all work has been completed in accordance with funding approvals and that all claims have been paid in full.

14. Appeals
    a. The Applicant may appeal any FEMA determination related to an application for, or the provision of, assistance under the PA Program within 60 days of receiving FEMA's written notification of its determination.
    b. Small Projects - If the total actual cost of all an Applicant's small projects combined exceeds the total amount obligated, the Applicant may request additional funding. The Applicant must request additional funding through Net Small Project Overrun appeal within 60 days of work completion on its last small project. The appeal must include actual cost documentation for all small projects originally funded based on estimated amounts.

15. The Applicant shall comply with all applicable Federal and State statutes, rules, and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standards, and access by the physically handicapped.

16. Procurement
    a. Procurement activities must follow the most restrictive of Federal, State, and local procurement regulations. Applicants shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).
    b. Contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, shall be contained in executed contracts.
    c. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and https://www.doa.nc.gov/divisions/purchase-contract/debarred-vendors.
    d. Applicants shall comply with rules related to underutilized businesses (small and minority businesses, women's enterprises, and labor surplus firms) at 2 CFR 200.321.

17. Conflict of Interest – The Applicant must maintain and provide upon request written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

18. Document Retention – The Applicant shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the Applicant shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.

19. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M
    a. North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every

nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. Government entities including counties and local governments are not required to file these reports.

b. Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

20. Audit Requirements

a. For all federal grant programs, the Applicant is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

b. Per 2 CFR 200.501, an Applicant that receives a combined $1,000,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. The Applicant must:

- Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse https://harvester.census.gov/facweb/.
- Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of the Applicant, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- Make copies of the single audit available to the public.

c. Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined $500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

d. If the Applicant is a unit of local government in North Carolina, the Applicant may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Applicant and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

21. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition certification incorporated herein as *Attachment A*.

22. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF

424D) document incorporated herein as *Attachment B*.

23. The Applicant shall not enter into cost plus percentage of cost contracts for any contracts subject to this Agreement including for debris removal, emergency protective measures, or completion of disaster restoration or repair work.

24. The Applicant shall not enter contracts for which payment is contingent upon receipt of State or Federal funds.

25. The Applicant shall not enter any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov. The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, https://www.doa.nc.gov/divisions/purchase-contract/debarred-vendorsto verify that contractors, Subcontractors, or subrecipients have not been suspended or debarred from doing business with federal or State government.

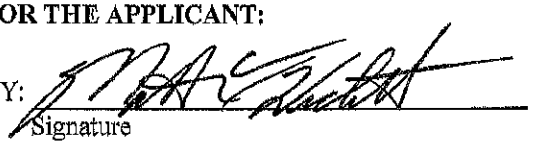
26. The Applicant shall comply with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.

27. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).

28. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State.

FOR THE APPLICANT:

November 12, 2024
Date

BY: 
Signature

56-6000316
Applicant's Federal Tax I.D. Number (required)

Matthew Wechtel
Typed Name

Chairman, Board of Commissioners
Title

FOR THE STATE:

Date

BY: _____
Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

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

Madison County Government
Name of Applicant

BY: _____
Matthew Wechtel
Chairman, Board of Commissioners

OMB Approval No. 0348-0042

ATTACHMENT B

Assurances for Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. PROVIDE THIS DOCUMENT TO THE REQUESTING AGENCY IN THE MANNER REQUESTED BY THEM.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non- discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency regarding the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired because of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(Below: the Certifying Official is an individual with authority to bind the Applicant Organization to the terms and conditions herein, or one who has been duly authorized to act in that capacity for this matter.)

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chairman, Board of Commissioners
APPLICANT ORGANIZATION	DATE SUBMITTED
Madison County Government	November 12, 2024

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME: Hannah Shelton	AGENT'S NAME: Kary Ledford
ORGANIZATION: Madison County Government	ORGANIZATION: Madison County Government
TITLE or POSITION: Grant Coordinator	TITLE or POSITION: Finance Officer
MAILING ADDRESS: 107 Elizabeth Lane	MAILING ADDRESS: 107 Elizabeth Lane
CITY, STATE, ZIP: Marshall, NC, 28753	CITY, STATE, ZIP: Marshall, NC, 28753
EMAIL ADDRESS: hshelton@madisoncountync.gov	EMAIL ADDRESS: kledford@madisoncountync.gov
DAYTIME TELEPHONE: 828-206-2238	DAYTIME TELEPHONE: 828-649-2854
FAX NUMBER:	FAX NUMBER:
CELL NUMBER:	CELL NUMBER:

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION TO OBTAIN CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS ABOUT SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.

FINANCIAL MANAGER OR OFFICER	CERTIFYING OFFICIAL
NAME: Kary Ledford	OFFICIAL'S NAME: Matthew Wechtel
ORGANIZATION: Madison County Government	ORGANIZATION: Madison County Government
OFFICIAL POSITION: Finance Officer	OFFICIAL POSITION: Chairman, Board of Commissioners
MAILING ADDRESS: 107 Elizabeth Lane	MAILING ADDRESS: 107 Elizabeth Lane
CITY, STATE, ZIP: Marshall, NC, 28753	CITY, STATE, ZIP: Marshall, NC, 28753
EMAIL ADDRESS: kledford@madisoncountync.gov	EMAIL ADDRESS: mwechtel@madisoncountync.gov
DAYTIME TELEPHONE: 828-649-2854	DAYTIME TELEPHONE: 828-649-2854
FACSIMILE NUMBER:	FACSIMILE NUMBER:
MOBILE NUMBER:	MOBILE NUMBER:

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE): Not Assigned

APPLICANT'S FISCAL YEAR (FY) START — MONTH: July DAY: 1st

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 56-6000316

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER:

CERTIFYING OFFICIAL'S SIGNATURE:

APPLICANT ASSURANCES

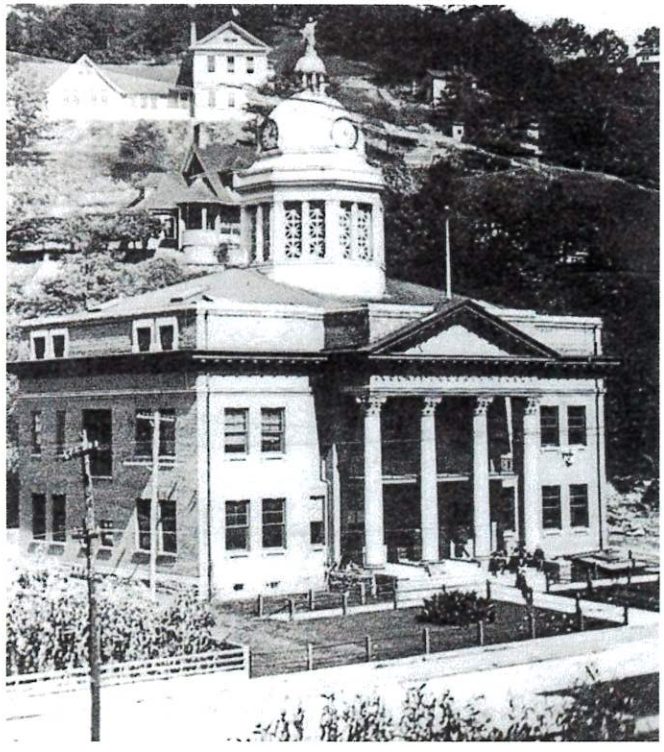
The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines, and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance, and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that it is duly authorized pursuant to appropriate applicant authority and/or a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 12148, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
7. It will give the awarding agency, the Comptroller General of the United States, and the State the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced because of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. Seq., which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of applicant's knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements, and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108 (former 16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 or 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications, and standards; and will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

The Certifying Official is an individual with authority to bind the Applicant Organization to the terms and conditions herein, or one who has been duly authorized to act in that capacity for this matter.)



MADISON COUNTY

PUBLIC SERVICE COMPLEX

REVIEW OF MASTERPLAN/CONCEPTUAL DESIGN PROGRESS
BOARD OF COMMISSIONERS MEETING
NOVEMBER 12, 2024

Attachment 4.1

BACKGROUND

- $3.2 Million Grant

- Madison County Courthouse Committee (March 3, 2022 – March 20, 2023)
  - **Recommended bridging solution with remaining funds applied to new courthouse construction**

- $1.1 Courthouse Bridging Solution with Brock Mountain (October – December 2023)

- Public Service Complex Advisory Workgroup Established (November 2023)

- Financial Advisor Selection (February 2024)

- Design-Build RFQ Advertisement Window (February – June 2024)

- Design-Build Firm Selection – (July 2024)

- Vannoy and Stakeholder Programming (August – November 2024)

SITE ANALYSIS – MASTER PLAN





SITE ANALYSIS – MASTER PLAN

LEGEND

1. MADISON COUNTY PUBLIC SERVICE COMPLEX
2. SECOND LEVEL PARKING (84 SPACES)
3. FIRST LEVEL PARKING (115 SPACES)
4. THIRD LEVEL PARKING (38 SPACES)
5. SIGNAGE
6. ATM / DROP BOX DRIVE-THRU
7. FLAGPOLE
8. RETAINING WALL
9. MECHANICAL YARD
10. DUMPSTER ENCLOSURE
11. GENERATOR
12. TRANSFORMER
13. ENTRY PLAZA
14. SECOND LEVEL PLAZA
15. PROPERTY LINE
16. GRADED SLOPE



sitework LANDSCAPE ARCHITECTURE STUDIOS

LEGEND

1. MADISON COUNTY PUBLIC SERVICE COMPLEX
2. MADISON COUNTY HEALTH DEPARTMENT
3. MADISON COUNTY SHERIFF DEPARTMENT
4. FUTURE VETERAN'S MEMORIAL
5. HOT SPRINGS HEALTH PROGRAM
6. FUTURE DEVELOPMENT
7. MADISON COUNTY ANIMAL SERVICES
8. MARSHALL SENIOR CENTER
9. MADISON COUNTY MAINTENANCE
10. FUTURE MADISON COUNTY MAINTENANCE FACILITY
11. FEMA SITE
12. MADISON COUNTY FAIRGROUNDS



sitework LANDSCAPE ARCHITECTURE STUDIOS


LS3P


LS3P
MADISON COUNTY


LS3P


LS3P
MADISON COUNTY


MADISON COUNTY
LS3P


LS3P
MADISON COUNTY


LS3P
MADISON COUNTY



LEVEL 1 LOBBY, SECURITY SCREEN



LEVEL 1 LOBBY, SECURITY SCREEN



LEVEL 2 OVERLOOKING LEVEL 1


LS3P
LEVEL 3 LOBBY



LEVEL 3 LOBBY


LS3P
MWL
LEVEL 3 COURTROOM

SPACE PROGRAM SUMMARY

Madison County Public Service Complex • Program

7-Nov-24

Space Program Summary by Grouping/Department

Space Program Organizational Area	Floor Location	Departmental Space Program	Departmental Net to Gross per Area	No. Occupants
Departments				
• Board of Elections (Lvl 2)	2	3,040	3,648	2
• Board of Commissioners (Lvl 2)	2	2,999	3,599	
• Clerk of Court (Lvl 3)	3	2,609	3,131	0
• County Mgr./Finance/HR (LVL 2)	2	2,053	2,464	8
• Development Services/Environmental Health (Lvl 1)	1	2,157	2,588	15
• DSS with Child Support (Lvl 2)	2	7,001	8,401	57
• IT (Lvl 3)	3	344	413	4
• Judicial/Courts (Lvl 3)	3	14,461	17,353	13
• Probation/Parole (Lvl 3)	3	1,756	2,107	10
• Juvenile Justice (Lvl 3)	3	198	238	1
• Register of Deeds (Lvl 1)	1	1,452	1,742	4
• Tax Administration (Lvl 1)	1	1,256	1,507	11
CORE PROGRAM				
• 01 LEVEL: Public/Shared Spaces		2,200	2,640	
• 01 LEVEL: Core Spaces		2,948	3,538	
• 02 LEVEL: Core/Shared Spaces		3,778	4,534	
• 03 LEVEL: Core/Shared Spaces		2,868	3,442	
Total Core/Shared Spaces		11,794	14,153	
TOTAL ASSIGNABLE SQUARE FEET (ASF)		**51,120**	**61,344**	125

Madison County Public Service Complex	
SUBTOTAL - Level 1 Gross Square Feet	14,656
SUBTOTAL - Level 2 Gross Square Feet	22,645
SUBTOTAL - Level 3 Gross Square Feet	26,683
* TOTAL - Departmental Gross Square Feet	61,344
Department Gross to Building Gross Square Feet	1.3
*** TOTAL BUILDING GSF**	**79,747**

** Note: Departmental Gross includes corridors, walls and columns within the Total Department Area*

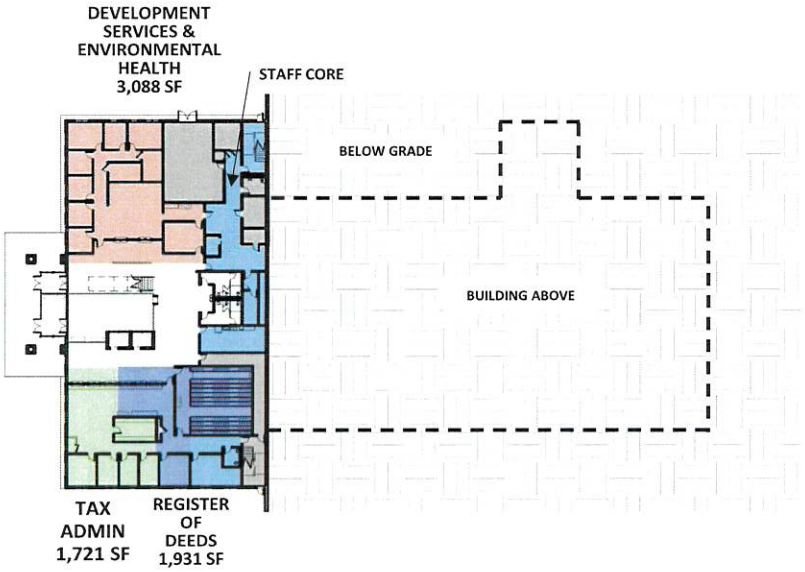
DELTAS FROM 9/4/24 PROGRAM

LEVEL 1 CORE/SHARED SPACED + 1,869
LEVEL 2 CORE/SHARED SPACES + 1,296 SF
LEVEL 3 CORE/SHARED SPACES + 3,442 SF

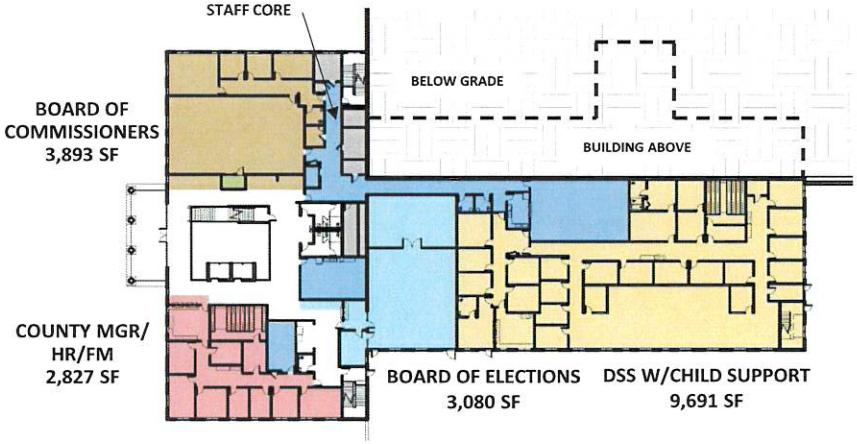
TOTAL + 6,598 SF

FLOOR PLANS

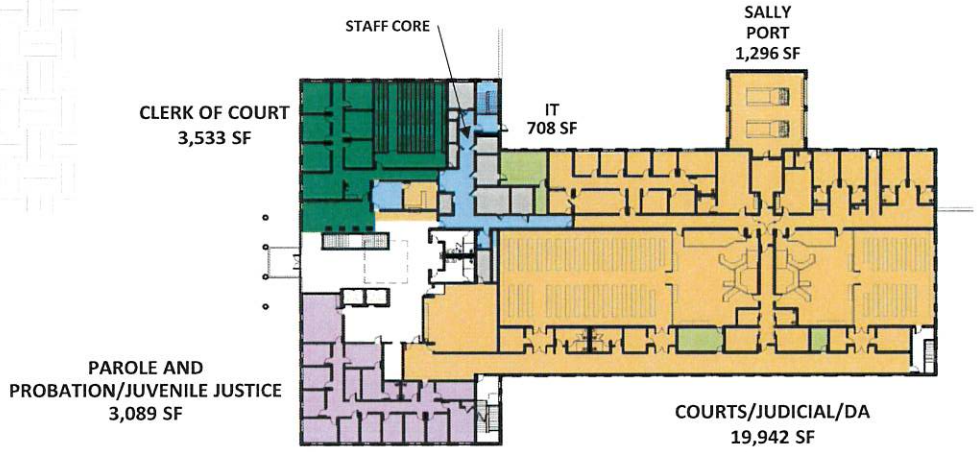
79,882 SF TOTAL



LEVEL 1, 14,915 SF



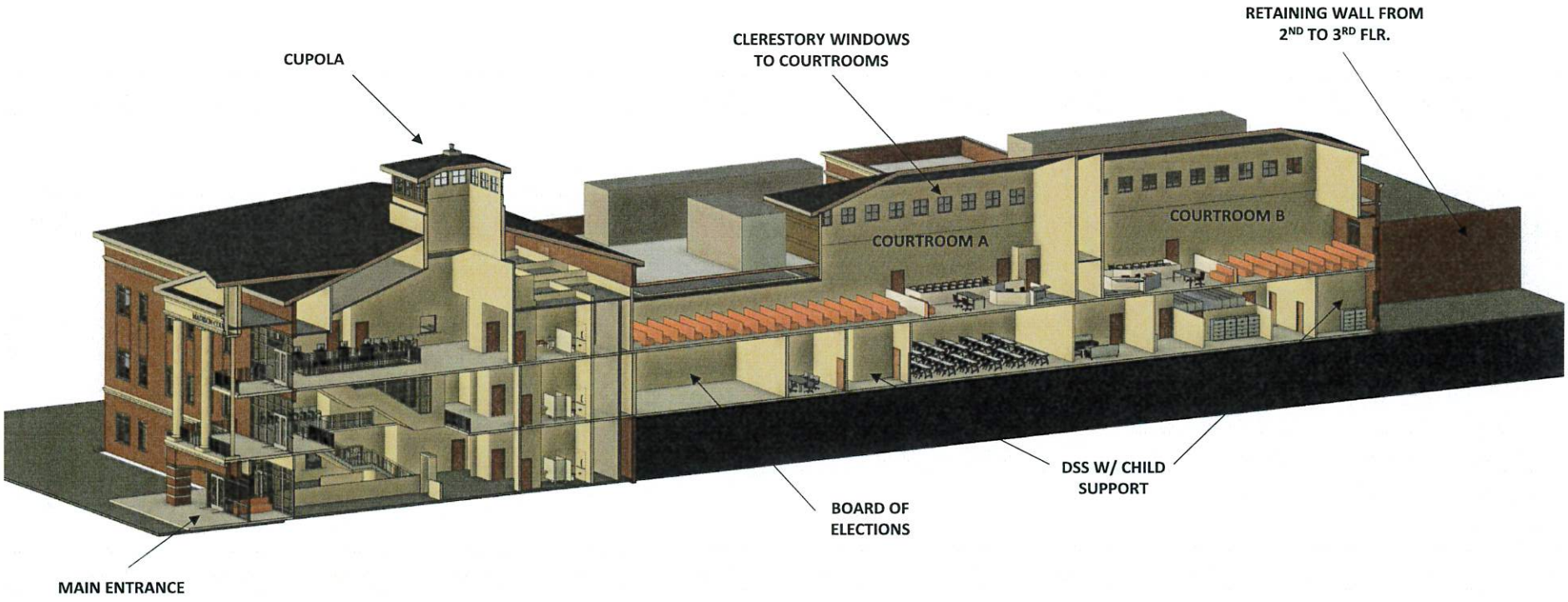
LEVEL 2, 29,514 SF



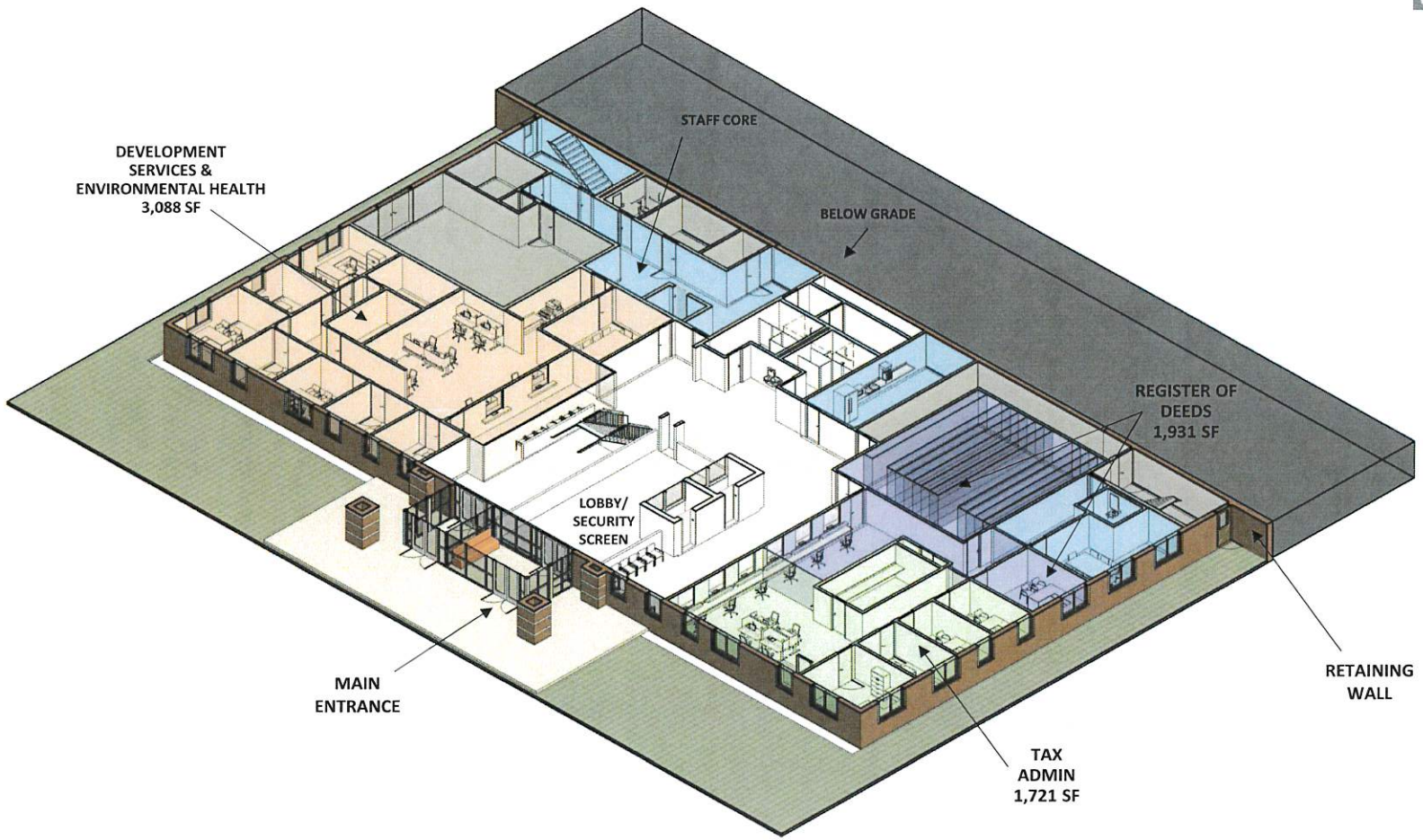
LEVEL 3, 35,453 SF

3D VIEW- SECTION

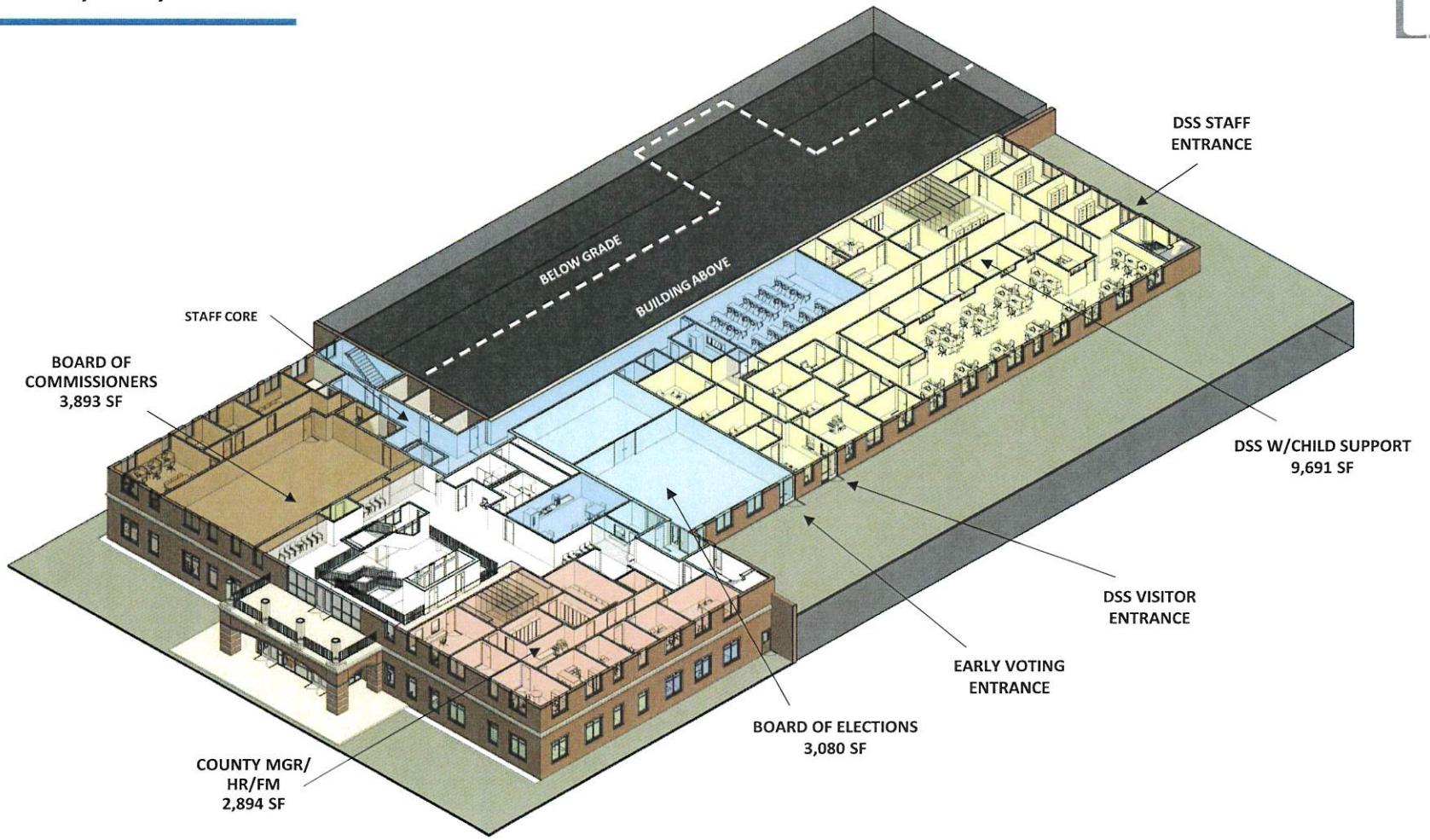
LS3P



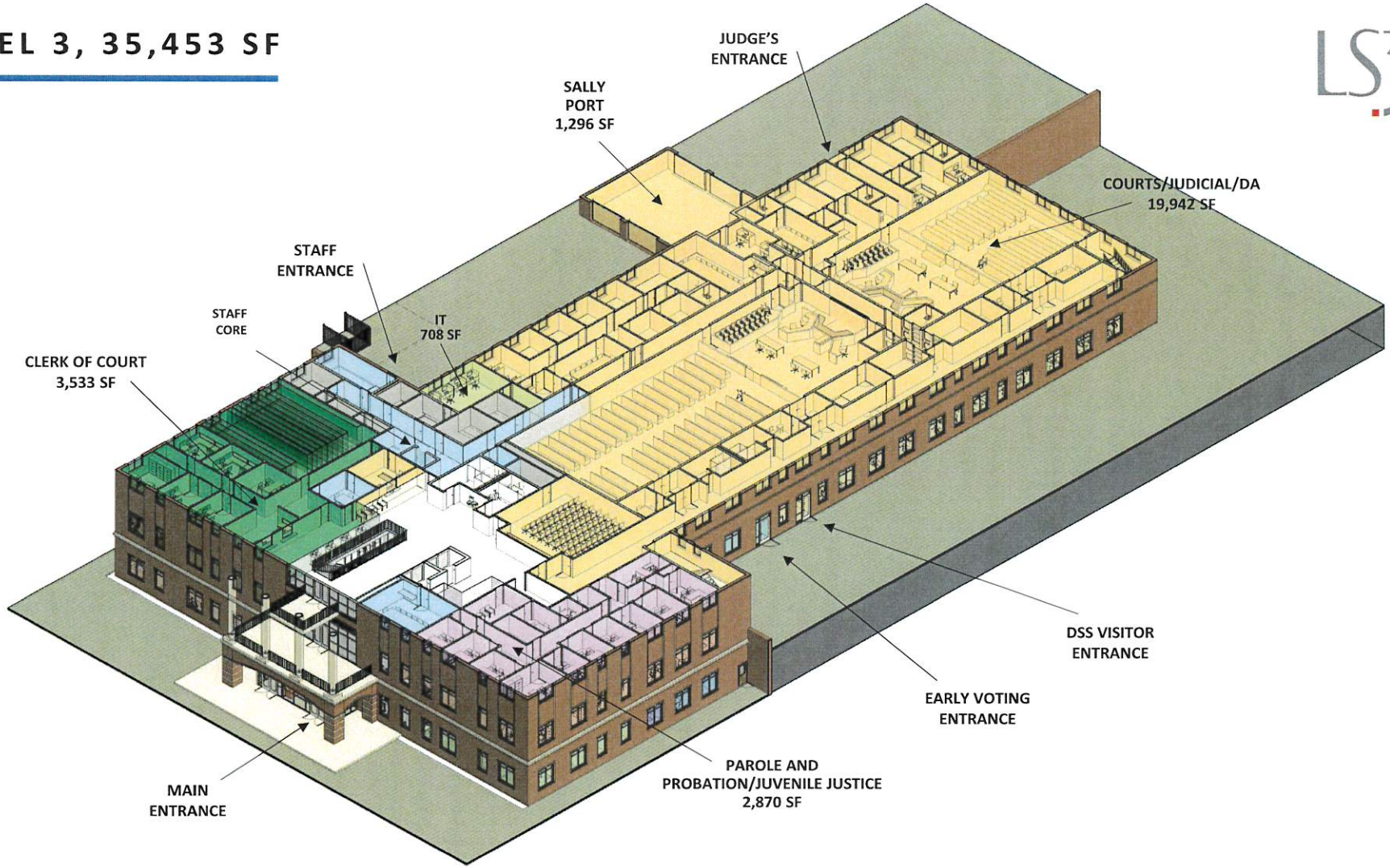
LEVEL 1, 14,915 SF



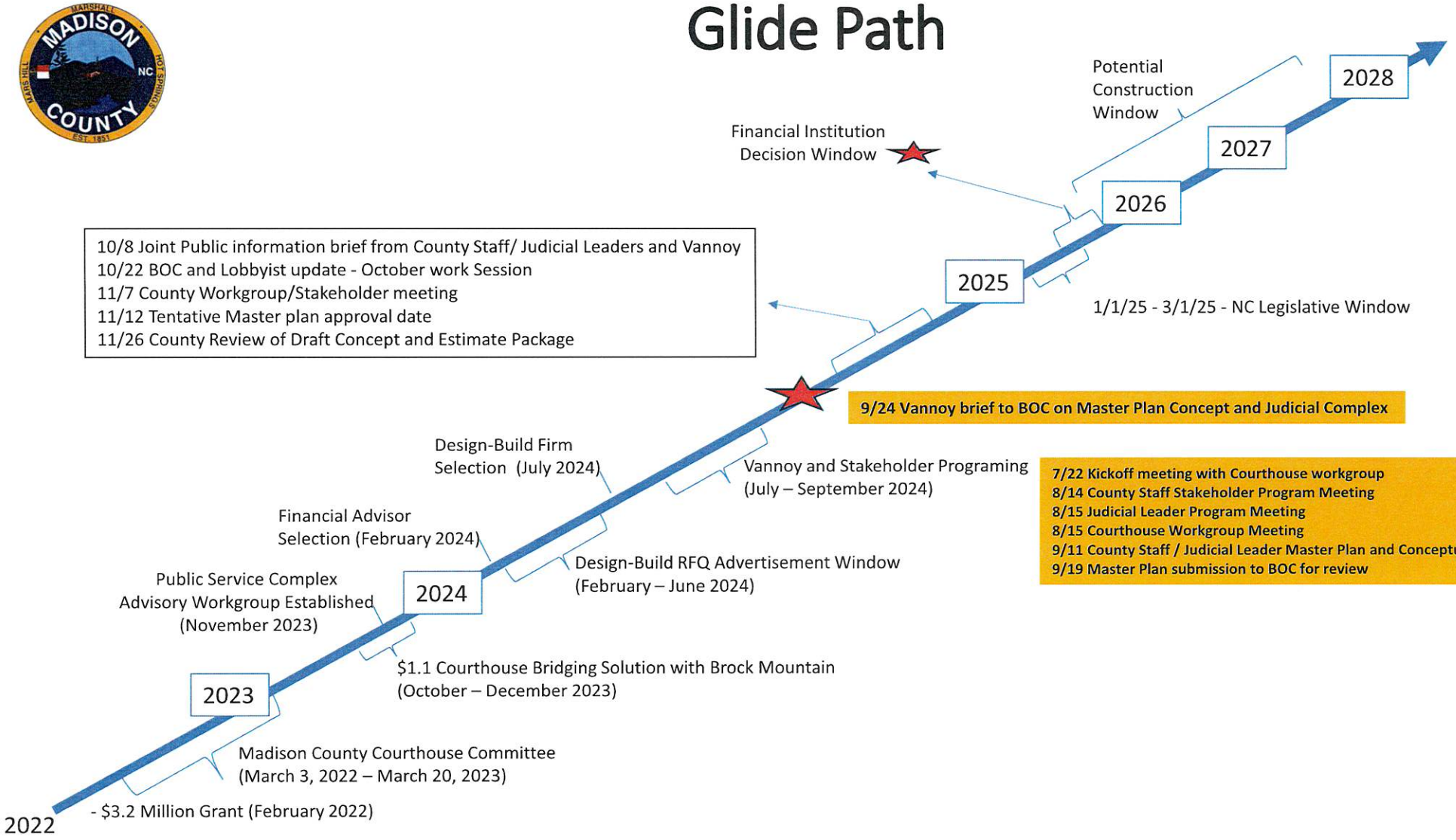
LEVEL 2, 29,514 SF



LEVEL 3, 35,453 SF



Glide Path


2022
2023
2024
2025
2026
2027
2028
- $3.2 Million Grant (February 2022)
Madison County Courthouse Committee
(March 3, 2022 – March 20, 2023)
$1.1 Courthouse Bridging Solution with Brock Mountain
(October – December 2023)
Public Service Complex
Advisory Workgroup Established
(November 2023)
Financial Advisor
Selection (February 2024)
Design-Build RFQ Advertisement Window
(February – June 2024)
Design-Build Firm
Selection (July 2024)
Vannoy and Stakeholder Programing
(July – September 2024)
Financial Institution
Decision Window
Potential
Construction
Window
1/1/25 - 3/1/25 - NC Legislative Window
10/8 Joint Public information brief from County Staff/ Judicial Leaders and Vannoy
10/22 BOC and Lobbyist update - October work Session
11/7 County Workgroup/Stakeholder meeting
11/12 Tentative Master plan approval date
11/26 County Review of Draft Concept and Estimate Package
9/24 Vannoy brief to BOC on Master Plan Concept and Judicial Complex
7/22 Kickoff meeting with Courthouse workgroup
8/14 County Staff Stakeholder Program Meeting
8/15 Judicial Leader Program Meeting
8/15 Courthouse Workgroup Meeting
9/11 County Staff / Judicial Leader Master Plan and Conceptual Plan
9/19 Master Plan submission to BOC for review

PUBLIC INPUT

YOUR INPUT IS APPRECIATED.

PLEASE SEND COMMENTS TO THIS EMAIL ADDRESS BY DECEMBER 12TH, 2024

comments@madisoncountync.gov



Madison County Commissioners Meeting

Public Service Construction Design Public Input Session

Public Comment

November 12, 2024
7:00pm

North Carolina Cooperative Extension-Madison County Center

---

3 Minute Time Limit

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

	Name	Signature
1.	Mike Tuzin	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

Attachment 5.1

Madison County
Board of Commissioners

Budget Amendment #5
November 12, 2024

Description	Line Item	Debit	Credit
Parks and Recreation			
Electricity	10.6130.3310	$ 16,000.00	
Water	10.6130.3340	$ 800.00	
Utilties for Fairgrounds			
Library			
Donations	10.3611.4116		$ 375.00
Friends of Library	10.3611.4420		$ 1,472.07
Erate reimbursement	10.3611.4445		$ 1,619.19
Library Operations	10.6110.5600	$ 2,054.20	
Electronic Resources	10.6110.2500	$ 1,412.06	
Opioid Settlement Fund			
Opioid Settlement Fund	37.3836.7000		$ 20,693.65
Opioid Settlement Fund	37.6500.1990	$ 20,693.65	
Endo Distribution			
Sales Tax			
1/4 cent sales tax	10.3232.3115		$ 57,890.68
Education/Schools			
1/4 cent sales tax	10.5911.7200	$ 57,890.68	
Contingency	10.7000.0000		$ 16,800.00

We are at 33.33% of the FY25 budget.

Attachment 5.2

Bank balances at October 31, 2024 are as follows:

	Unrestricted	Restricted
General Fund	$ 1,574,989.31	
Debt Service Fund		$ 288,333.77
Capital Outlay Fund	$ 426,561.89	
Capital Management	$ 18,751,995.03	$ 1,805,353.05
Occupancy Tax Fund		$ 58,888.56
Revaluation Fund		$ 199,474.57
Tourism Development		$ 2,126,354.72
Automation Fund		$ 173,420.51
Drug Seizure Fund		$ 10,523.11
Inmate Trust Fund		$ 31,185.75
Soil & Water Conservation		$ 39,523.49
Opioid Settlement		$ 816,968.48
Courthouse SCIF Grant GPO		$ 1,201,558.93
Fairgrounds GPO		$ 1,200,894.57
Arpa Cash Management Fund	$ 3,948,884.65	$ -
Total of All Accounts:	$ 24,702,430.88	$ 7,952,479.51
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 Proce	$ (2,032,786.50)	
Adoption Promotion Fund	$ (63,219.84)	
Encumbered Amounts	$ (6,724,873.86)	
911 Funds	$ (101,969.88)	
Goldenleaf Funds	$ (78,195.00)	
Arpa Funds	$ -	
Total assigned and restricted Ba	$ (12,033,872.64)	

	General	Landfill
Unassigned and Unrestricted to	$ 4,716,078.73	$ (741,172.36)

SUMMARIES:

Percentage of budget at October 31, 2024 is:

General Fund:			YTD		
Revenues	$	1,352,719.84	$	6,536,880.26	15.73
Expenditures	$	2,236,681.74	$	8,909,119.98	24.79

General Fund	MTD		YTD		Encumbered	% OF BUDGET	Year to Date 10/23	
Revenues to Date:	$	1,352,719.84	$	6,536,880.26		15.73	$	9,377,733.22
Expenditures to Date:	$	2,236,681.74	$	8,909,119.98	$ 5,819,486.00	24.79	$	9,349,357.29
Gain/Loss to Date:	$	(883,961.90)	$	(2,372,239.72)			$	28,375.93

Contingency

Landfill	MTD		YTD		Encumbered	% OF BUDGET	Year to Date 10/23	
Revenues to Date:	$	20,215.13	$	167,944.25		5.78		
Expenditures to Date:	$	13,260.00	$	13,260.00		27.48	$	795,584.00
Gain/Loss to Date:	$	6,955.13	$	154,684.25				

Contingency

911 Emergency Telephone Serv	MTD		YTD		% OF BUDGET	Year to Date 10/23	
Revenues	$	5,472.41	$	5,272.41	4.53	$	14,934.38
Expenditures	$	655.00	$	13,915.00	11.53	$	5,120.00
Gain/Loss	$	4,817.41	$	(8,642.59)		$	9,814.38

Contingency $-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 10/23
Vehicle Tax	$ 79,051.76	$ 437,161.05	51.19	$ 446,800.15
Overages/Underages				
Ad Valorem Tax Interest	$ 2,500.82	$ 37,822.68	30.26	$ 45,828.61
Late Listing Fee	$ 222.27	$ 1,473.33	9.82	$ 3,620.36
Legal Fees				
2012 Ad Valorem Tax				
2013 Ad Valorem Tax		$ 447.66		
2014 Ad Valorem Tax	$ 301.57	$ 720.57	12.01	$ 2,248.64
2015 Ad Valorem Tax	$ 18.41	$ 1,260.58	18.01	$ 1,524.55
2016 Ad Valorem Tax		$ 1,877.00	23.46	$ 690.42
2017 Ad Valorem Tax		$ 14,809.06	22.61	$ 730.03
2018 Ad Valorem Tax		$ 1,956.42	21.74	$ 1,687.11
2019 Ad Valorem Tax	$ 154.18	$ 4,917.29	49.17	$ 6,107.56
2020 Ad Valorem Tax	$ 156.60	$ 7,770.68	77.71	$ 12,204.44
2021 Ad Valorem Tax	$ 721.71	$ 13,550.64	54.20	$ 26,128.72
2022 Ad Valorem Tax	$ 571.95	$ 21,017.53	35.03	$ 68,297.32
2023 Ad Valorem Tax	$ 7,540.45	$ 86,550.74	43.28	$ 2,362,577.85
2024 Ad Valorem Tax	$ 566.09	$ 18,395.40	0.14	
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	$ 647,374.22	$ 1,968,044.02	28.99	$ 1,921,718.59
Gas Tax Refund/State	$ 2,249.88	$ 2,249.88	8.33	$ 7,611.98
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	$ 99.66	$ 13,602.32	17.90	$ 33,684.67
Board of Elections				
Register of Deeds	$ 20,771.50	$ 139,101.40	58.64	$ 199,990.35
Sheriff's Department	$ 181,384.52	$ 1,145,007.24	34.97	$ 1,079,727.26
Emergency Management	$ 38,765.06	$ 38,765.06	100.00	$ 20,625.00
Inspections	$ 5,622.56	$ 59,620.76	3.29	$ 145,718.40
Animal Control		$ 838.00	5.79	$ 626.00
Transportation	$ 89,553.22	$ 153,297.40	17.57	$ 183,757.68
Cooperative Extension Service				
Soil & Water Conservation				

Grant Revenues/JCPC/DJJDP	$	22,086.78	$	92,380.82		16.25	$	255,675.02
DEPARTMENT	MTD		YTD			% OF BUDGET	Year to Date 10/23	
Health Department	$	109,302.06	$	556,051.90		22.61	$	958,248.30
Medicaid Hold Harmless Tax								
Social Services	$	263.49	$	421,971.74		15.74	$	527,618.64
AFDC								
Foster Care			$	16,306.11		7.06	$	37,364.05
Medicaid								
Adoption								
Child Support Enforcement	$	1,089.34	$	28,141.17		31.05	$	26,679.05
In Home Aides	$	1,019.72	$	4,100.95		5.29	$	4,593.01
Beech Glen Center	$	420.00	$	3,384.00		34.01	$	2,283.00
Nutrition	$	14,116.00	$	153,591.16		84.81	$	76,398.31
State Lottery Funds/Education								
Library	$	10,621.07	$	41,220.74		38.29	$	31,912.68
Parks & Recreation			$	930.00		19.65	$	178.00
Interest Earned	$	102,118.86	$	447,009.73		72.57	$	385,807.94
Rent of County Property	$	5,477.50	$	19,760.00		32.88	$	23,210.00
Finance/Other	$	7,656.73	$	307,656.73		96.31	$	180,548.50
Miscellaneous Income	$	572.62	$	38,421.09				
Fund Transfer In								
Totals	$	1,352,719.84	$	6,536,880.26		15.73	$	9,377,733.22

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD		YTD		Encumbered	% OF BUDGET	Year to Date 10/23	
Governing Body	$	5,549.98	$	43,952.53		29.11	$	50,340.08
Finance Office	$	70,912.15	$	251,415.78		26.61	$	217,596.47
Tax Collector	$	43,631.67	$	148,293.37		15.95	$	151,337.57
Land Records	$	23,201.50	$	39,490.17	$ 47,500.00	36.55	$	28,645.49
Professional Services	$	16,737.50	$	16,737.50		25.00	$	16,250.00
Court Facilities	$	289.40	$	5,108.60	$ 3,472.80	13.46	$	6,904.58
Board of Elections	$	29,766.24	$	77,559.65	$ 33,722.20	22.68	$	46,666.40
Register of Deeds	$	31,768.79	$	112,406.26		30.86	$	129,130.95
Register of Deeds- Automation			$	14,135.00		100.00		
Custodial	$	9,675.58	$	38,736.71		26.80	$	28,859.92
Maintenance	$	21,241.19	$	242,601.03	$ 10,000.00	32.19	$	264,947.87
Sheriff's Department	$	477,481.58	$	1,734,521.37	$ 15,083.00	32.63	$	1,796,322.10
Emergency Management	$	16,139.07	$	48,075.86		34.01	$	15,982.73
911 Dispatchers	$	74,094.00	$	255,885.08	$ 21,572.00	29.97	$	225,056.95
Fire Contract/Forest Service	$	5,844.96	$	20,109.38		15.47	$	10,359.64
Inspections	$	24,451.39	$	95,389.11		30.51	$	122,801.08
Zoning and Planning	$	5,405.28	$	39,965.27		20.81		
Economic Development	$	15,577.24	$	51,336.46		2.56	$	33,758.88
Medical Examiner	$	400.00	$	5,500.00		22.00	$	8,800.00
Ambulance Service Contract	$	142,916.67	$	428,750.01	$ 1,430,833.00	33.19	$	571,666.68
Animal Control	$	23,657.32	$	91,125.43		22.76	$	101,414.96
Transportation - Admin	$	6,005.13	$	42,826.55		28.06	$	40,834.67

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 10/23
Transportation - Operating	$ 55,643.07	$ 232,275.54	$ 1,165.00	31.00	$ 195,316.18
Transportation - Capital Outlay		$ -		-	
Transportation - EDTAP	$ 27.45	$ 54.90			
Planning & Development	$ 2,548.22	$ 21,580.83		4.81	$ 58,177.57
Information Technology	$ 22,090.38	$ 113,039.98	$ 3,053.00	25.26	$ 99,733.84
Cooperative Extension	$ 25,344.29	$ 84,698.33	$ 8,004.00	21.60	$ 95,065.29
Soil & Water	$ 13,954.50	$ 50,185.88	$ 7,200.00	30.01	$ 47,613.40
Health Department	$ 254,445.35	$ 1,048,393.30	$ 486,843.00	26.54	$ 1,161,638.39
Drug Free Community	$ 10,976.11	$ 43,321.21	$ 10,500.00	31.95	$ 45,900.79
MHAT	$ 6,108.66	$ 25,053.05		18.99	$ 22,846.54
Management Admin.	$ 4,117.00	$ 62,449.30		6.82	$ 250,990.16
Social Services	$ 211,361.67	$ 863,016.77		21.81	$ 799,355.39
AFDC	$ -	$ 33.00		4.16	$ 1,143.79
Special Assistance	$ 7,711.00	$ 32,641.00		38.48	$ 30,200.00
State Foster Care	$ 19,931.18	$ 61,250.54		25.52	$ 38,938.01
Foster Care Program	$ 5,309.09	$ 15,489.09		7.74	$ 32,647.80
Medical Assistance Program					
Adoption Assistance	$ 14,296.67	$ 60,618.14		22.61	$ 59,964.40
Crisis Intervention					
Child Support	$ 8,050.32	$ 33,918.73	$ 1,253.00	24.18	$ 33,248.00
In Home Aides	$ 6,128.26	$ 27,644.14		13.56	$ 27,823.46
Nutrition	$ 49,458.70	$ 213,735.90	$ 4,500.00	27.52	$ 189,665.39
Education	$ 362,553.05	$ 1,625,569.65	$ 3,654,240.00	32.38	$ 1,941,870.00
A-B Technical College	$ 9,542.00	$ 38,168.00	$ 78,000.00	33.33	$ 38,168.00
Bank Charges	$ 1,481.46	$ 6,493.55		25.97	$ 6,698.61
Library	$ 48,133.25	$ 213,797.38	$ 2,545.00	30.48	$ 198,918.12
Parks & Recreation	$ 18,676.55	$ 74,320.28		22.00	$ 93,513.03
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	$ 2,236,681.74	$ 8,909,119.98	$ 5,819,486.00	24.79	$ 9,349,357.29

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 10/23
Transfer From Fund Balance				
Landfill Miscellaneous Fees		$ 1,735.59		
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		$ 9,907.77	55.05	$ 10,304.91
Local Tire Disposal Fee	$ 57.75	$ 1,022.50	68.17	$ 1,044.65
White Goods Tax	$ 1,497.40	$ 1,497.40	22.65	$ 4,711.40
Sale of White Goods				
Household Hazardous Waste				
Temporary Disposal Cards	$ 1,075.00	$ 18,610.00	50.30	$ 36,350.00
Duplicate Disposal Cards	$ 35.00	$ 465.00	1.66	$ 770.00
Landfill Disposal Cost Fees	$ 9,017.47	$ 33,639.85	24.38	$ 36,038.71
Landfill Sale of Recyclables	$ 1,691.00	$ 27,981.95	73.64	$ 20,276.66
Nuisance Tires				
Disposal Cards	$ 3,858.06	$ 45,091.61	1.76	$ 458,573.37
Construction Demolition	$ 2,983.45	$ 17,134.50	38.62	$ 20,082.01
Solid Waste Disposal Distribution		$ 5,550.08	55.50	$ 4,803.57
Grant/State				
Electronics Management				
Electronics (County)		$ 15.00	0.25	
Interest				
Totals	$ 20,215.13	$ 167,944.25	5.78	$ 597,724.18

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 10/23
Landfill	$ 177,740.78	$ 695,650.34	$ 866,928.00	27.11	$ 703,042.84
Recycling	$ 21,701.29	$ 95,340.62	$ 17,459.86	32.26	$ 85,661.34
Scrap Tires	$ 2,144.82	$ 7,205.35	$ 21,000.00	27.19	$ 6,879.82
White Goods					
Closure/Post Closure					
Totals	$ 201,586.89	$ 798,196.31	$ 905,387.86	27.48	$ 795,584.00

$	(2,834,859.18)
$	1,805,353.05
$	288,333.77

Attachment 7.1

RESOLUTION OF TENTATIVE AWARD

WHEREAS Madison County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the **Contract A – Town of Marshall Highway 213 Water Improvements (SRP-D-ARP-0206)**, and **Contract B – Town of Mars Hill Highway 213 Water System Improvements (SRP-D-ARP-0206)**, and

WHEREAS, McGill Associates, PA, the County's Consulting Engineers have reviewed the bids; and

WHEREAS, Hyatt Pipeline, LLC was the lowest bidder for **Contract A – Town of Marshall Highway 213 Water Improvements** construction contract, in the total bid amount of **$4,790,402.30**, and **Contract B – Town of Mars Hill Highway 213 Water System Improvements** construction contract, in the total bid amount of **$4,417,805.40**, and

WHEREAS the consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder(s).

NOW, THEREFORE, BE IT RESOLVED that the TENTATIVE AWARD is made to the lowest bidder for **Contract A – Town of Marshall Highway 213 Water System Improvements, Hyatt Pipeline, LLC** in the Total Bid Amount of **$4,790,402.30.**

Name of Contractor (Contract A)	**Amount**
1. Hyatt Pipeline, LLC	$4,790,402.30
2. T.P. Howard's Plumbing, Co., Inc.	$4,980,000.00
3. Buckeye Bridge, LLC	$6,200,839.00

NOW, THEREFORE, BE IT RESOLVED that the TENTATIVE AWARD is made to the lowest bidder for **Contract B – Town of Mars Hill Highway 213 Water System Improvements, Hyatt Pipeline, LLC** in the Total Bid Amount of **$4,417,805.40.**

Name of Contractor (Contract B)	**Amount**
1. Hyatt Pipeline, LLC	$4,417,805.40
2. Appalachian Sitework, Inc.	$4,641,957.11
3. T.P. Howard's Plumbing Co., Inc.	$4,765,000.00
4. Buckeye Bridge, LLC	$5,991,703.50

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the North Carolina Department of Environmental Quality – Division of Water Infrastructure.

Upon motion of Weichtel, seconded by Garrison, the above **RESOLUTION** was unanimously adopted.

This is the 12 day of November 2024.

(Name and Title of Authorized Representative)

(Seal)

Attest:

(Name, Clerk)