State of North Carolina

County of Madison

Minutes

The Madison County Board of Commissioners met in regular session on Tuesday, August 12, 2025, 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 Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, Commissioner Alan Wyatt, County Manager Rod Honeycutt, and County Attorney Donny Laws, and Clerk Mandy Bradley.

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

Agenda Item 1: Agenda Approval

Chairman Wechtel requested consideration of the following amendments to the agenda:

- Inclusion of NC House Representative Mark Pless-Item 4
- Item 4 moves down to Item 5
- Item 5 moves to Item 6
- Item 6 moves to Item 7
- Item 7 moves to Item 8

County Manager Rod Honeycutt requested consideration of the following:

- 7e-Property Acquisition

Discussion was had regarding the agenda. Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to approve the modified agenda for tonight's meeting. (Attachment 1.1)

Agenda Item 2: Consent Agenda

a. Tax Refunds and Releases (Attachment 2.1)
b. Annual Settlement 2024 Taxes (Attachment 2.2)
c. Order of Collection 2025 Taxes (Attachment 2.3)
d. Madison County Public School System Lottery Fund Request (Attachment 2.4)
e. Every Angle, Inc. Contract Ratification (Attachment 2.5)
f. Madison County Sheriff's Office Employees Fair Labor Standards Act Claims Settlement Agreements (Attachment 2.6)
g. Madison County Transportation Authority FY27 Unified Grant Funding Pre-Application (Attachment 2.7)
h. FY26 Community Transportation Rural Grant Program Section 5311 Admin Agreement (Attachment 2.8)
i. FY26 Community Transportation Rural Grant Program Section 5311 Capital Agreement (Attachment 2.9)
j. FY26 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program Agreement (Attachment 2.10)
k. Juvenile Crime Prevention Council FY 2025-2026 County Funding Plan (Attachment 2.11)
l. Juvenile Crime Prevention Council FY 2025-2026 County Certification (Attachment 2.12)
m. Vannoy Design-Build Public Service Complex Change Order and Addendum (Attachment 2.13)
n. Approval of Settlement Agreements in Mission Health Antitrust Litigation (Attachment 2.14)
o. FY26 Home and Community Care Block Grant (Attachment 2.15)
p. FY25 Audit Services Contract (Attachment 2.16)
q. Approval of July 8, 2025 (Regular) Meeting Minutes; July 22, 2025 (Special) Meeting Minutes

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

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously that we approve the consent agenda as it was presented to us.

Agenda Item 3: Public Comment

Breann Nelson spoke regarding County employee pay.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Hensley, the Board voted unanimously to close public comment. (Attachment 3.1)

Agenda Item 4: NC House Representative Mark Pless

Representative Pless provided a legislative update to the Board. Information discussed included SNAP benefits, Medicaid, the State of North Carolina's budget, disaster recovery and assistance for public and personal assistance including the hazard mitigation buyout program and private property debris removal, and legislative funding allocated to the County and reimbursement of the funds.

Discussion was had by the Board, Representative Pless, County Manager Honeycutt, and Finance Officer Kary Ledford.

Agenda Item 5: James Bence, Mauldin and Jenkins

Mr. Bence presented a power point presentation and discussed the FY 24 Final audit as well as answered questions from members of the Board. Information discussed included audit and review process, audit opinion, compliance and audit scopes & procedures, required communications, financial and government auditing standards results, governmental advisory and IT/Cybersecurity solutions, new accounting pronouncements for future years, and quarterly continuing education offered by the firm.

Discussion was had by the Board and Finance Officer Kary Ledford.

Agenda Item 6: Kary Ledford, Finance Office

a. Budget Amendment #1

Ms. Ledford presented and discussed Budget Amendment #1 and answered questions from members of the Board.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to approve Budget Amendment #1. (Attachment 6.1)

b. Financial Report

Ms. Ledford presented and discussed the July 2025 financial report and answered questions from members of the Board. (Attachment 6.2)

Agenda Item 7: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Honeycut provided updated information and answered questions from members of the Board regarding County projects and public assistance funding in response to the Hurricane Helene event, waterway and private property debris removal, hazard mitigation program, new and existing emergency communication system towers, and work being done by the County for the covered arena project at the County's fairgrounds.

b. County Board Appointments

Discussion was had regarding vacancies for the Animal Control Board and recommendation for the reappointment of Alan Raynor. Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to reappoint Alan Raynor. Upon motion by Chairman Wechtel with additional discussion and second by Commissioner Garrison, the Board voted unanimously that we table the other position and give us time to solicit membership on that.

Discussion was had regarding the Board of Health. Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to table that spot until next month.

Discussion was had regarding the Economic Development Advisory Board. Upon motion by Commissioner Garrison and second by Commissioner Wyatt, with discussion being had, the Board voted unanimously to table that as well based on the fact that we are having some transition, people who are resigning and our board to meet and have a conversation about recommendations for that.

Discussion was had regarding the Jury Commission and the recommendation for Clayton Willis for a two (2) year term. Upon motion by Chairman Wechtel and second by Commissioner Briggs, the Board voted unanimously to approve.

Discussion was had regarding the Library Board of Trustees and recommendation for reappointment of Barbara Merrill and Anna Maria Watkin for three (3) year terms. Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve.

Discussion was had regarding the Mountain Area Workforce Development Board. Upon motion by Commissioner Wyatt and second by Chairman Wechtel, the Board voted unanimously to reappoint Will Hoffman to the Mountain Area Workforce Development Board as the Madison County School System representative.

Discussion was had regarding the A-B The Board of Trustees and request from the A-B Tech for the amendment of the previous appointment term of Commissioner Michael Garrison in accordance with new legislation passed by the North Carolina General Assembly to rescind that appointment and replace it to change it to a one (1) year term that will expire in June 30, 2026 with full four-year appointment term of the seat to follow. Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously that we reappoint Commissioner Garrison.

Discussion was had regarding future Board appointments.

c. Property Disposal, d. Personnel, e. Property Acquisition

At 8:35 p.m., upon motion by Chairman Wechtel with counsel being provided by County Attorney Laws and second by Vice-Chairman Hensley, the Board voted unanimously to go into closed session under N.C.G.S to 143-318.11 (a)(5) for land, (a)(6) for personnel, and (a)(3) for property disposal.

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to return to open session at 10:09 p.m.

County Manager Honeycutt requested consideration to increase the purchase price for .0112 acres on US 213 for parcel identification number 9727-23-8479 from $4,000.00 to $12,000.00 in support of the 213 water project. Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to approve.

County Manager Honeycutt requested consideration of the purchase of 6.01 acres of property located at 224 Carolina Lane, parcel identification number 9716-64-8413 for $357,000.00. Upon motion by Chairman Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve.

Agenda Item 8: Adjournment

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to adjourn at 10:10 p.m.

This the 12th day of August 2025.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Attachment 1

Madison County Board of Commissioners
Agenda
August 12, 2025

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. Annual Settlement 2024 Taxes
   c. Order of Collection 2025 Taxes
   d. Madison County Public School System Lottery Fund Request
   e. Every Angle, Inc. Contract Ratification
   f. Madison County Sheriff's Office Employees Fair Labor Standards Act Claims Settlement Agreements
   g. Madison County Transportation Authority FY27 Unified Grant Funding Pre-Application
   h. FY26 Community Transportation Rural Grant Program Section 5311 Admin Agreement
   i. FY26 Community Transportation Rural Grant Program Section 5311 Capital Agreement
   j. FY26 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program Agreement
   k. Juvenile Crime Prevention Council FY 2025-2026 County Funding Plan
   l. Juvenile Crime Prevention Council FY 2025-2026 County Certification
   m. Vannoy Design-Build Public Service Complex Change Order and Addendum
   n. Approval of Settlement Agreements in Mission Health Antitrust Litigation
   o. FY26 Home and Community Care Block Grant
   p. FY25 Audit Services Contract
   q. Approval of July 8, 2025 (Regular) Meeting Minutes; July 22, 2025 (Special) Meeting Minutes

3. Public Comment

4. James Bence, Mauldin Jenkins
   FY 24 Final Audit Presentation

5. Kary Ledford, Finance Officer
   a. Budget Amendment #1
   b. Financial Report

6. Rod Honeycutt, County Manager
   a. County Manager's Update
   b. County Board Appointments
   c. Property Disposal
   d. Personnel
   e. Property Acquisition-Closed Session

7. Adjournment

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	Includes Negative Refund	MADISON Portion Refund ($)	SOLID WASTE FEE	Fire District	Fire Refund ($)
MADISON Refunds																		
2020	0000019675-2020-2020-0000-00	15727	REI	6669	Exempt Property	7/16/2025 2:18:34 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	177.26	N	177.26	0.00		0.00
2020	0000019675-2020-2020-0000-00	15727	REI	6669	Exempt Property	7/16/2025 2:18:34 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	35.45	N	0.00	0.00	JUPITER FD	35.45
2021	0000019675-2021-2021-0000-00	15727	REI	6668	Exempt Property	7/16/2025 2:17:35 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	177.26	N	177.26	0.00		0.00
2021	0000019675-2021-2021-0000-00	15727	REI	6668	Exempt Property	7/16/2025 2:17:35 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	35.45	N	0.00	0.00	JUPITER FD	35.45
2022	0000019675-2022-2022-0000-00	15727	REI	6667	Exempt Property	7/16/2025 2:16:44 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	177.26	N	177.26	0.00		0.00
2022	0000019675-2022-2022-0000-00	15727	REI	6667	Exempt Property	7/16/2025 2:16:44 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	35.45	N	0.00	0.00	JUPITER FD	35.45
2023	0000019675-2023-2023-0000-00	15727	REI	6666	Exempt Property	7/16/2025 2:15:52 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	177.26	N	177.26	0.00		0.00
2023	0000019675-2023-2023-0000-00	15727	REI	6666	Exempt Property	7/16/2025 2:15:52 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	35.45	N	0.00	0.00	JUPITER FD	35.45
2024	0000019675-2024-2024-0000-00	15727	REI	6665	Exempt Property	7/16/2025 2:14:34 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	156.37	N	156.37	0.00		0.00
2024	0000019675-2024-2024-0000-00	15727	REI	6665	Exempt Property	7/16/2025 2:14:34 PM	SHEPERD'S FOLDHOUSE OF WORSHIP	2393 BEND OF IVY	MARSHALL	NC	28753	MADISON	43.44	N	0.00	0.00	JUPITER FD	43.44
2020	0000011426-2020-2020-0000-00	25017	REI	6585	FORMAL APPEAL	7/1/2025 5:56:56 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	14.87	N	14.87	0.00		0.00
2020	0000011426-2020-2020-0000-00	25017	REI	6585	FORMAL APPEAL	7/1/2025 5:56:56 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	5.58	N	0.00	0.00	EBBS CHAPEL FD	5.58
2021	0000011426-2021-2021-0000-00	25017	REI	6584	FORMAL APPEAL	7/1/2025 5:55:19 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	15.98	N	15.98	0.00		0.00
2021	0000011426-2021-2021-0000-00	25017	REI	6584	FORMAL APPEAL	7/1/2025 5:55:19 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	2.87	N	0.00	0.00	EBBS CHAPEL FD	2.87
2022	0000011426-2022-2022-0000-00	25017	REI	6583	FORMAL APPEAL	7/1/2025 5:54:17 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	14.69	N	14.69	0.00		0.00
2022	0000011426-2022-2022-0000-00	25017	REI	6583	FORMAL APPEAL	7/1/2025 5:54:17 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	2.64	N	0.00	0.00	EBBS CHAPEL FD	2.64
2023	0000011426-2023-2023-0000-00	25017	REI	6582	FORMAL APPEAL	7/1/2025 5:52:24 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	16.42	N	16.42	0.00		0.00
2023	0000011426-2023-2023-0000-00	25017	REI	6582	FORMAL APPEAL	7/1/2025 5:52:24 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	2.95	N	0.00	0.00	EBBS CHAPEL FD	2.95
2024	0000011426-2024-2024-0000-00	25017	REI	6581	FORMAL APPEAL	7/1/2025 5:50:37 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	29.19	N	29.19	0.00		0.00
2024	0000011426-2024-2024-0000-00	25017	REI	6581	FORMAL APPEAL	7/1/2025 5:50:37 PM	CARVER, CHRISTOPHER FRED	SEND TO TAX OFFICE				MADISON	7.50	N	0.00	0.00	EBBS CHAPEL FD	7.50
2023	0000575215-2023-2023-0000-00	661536	REI	6579	FORMAL APPEAL	7/1/2025 5:33:49 PM	DANIELS, LAUREN	2313 PIN HOOK CT.	SEABROOK	TX	77586	MADISON	375.26	N	375.26	0.00		0.00
2024	0000575215-2024-2024-0000-00	661536	REI	6580	FORMAL APPEAL	7/1/2025 5:38:04 PM	DANIELS, LAUREN	2313 PIN HOOK CT.	SEABROOK	TX	77586	MADISON	568.60	N	568.60	0.00		0.00
2022	0000013028-2022-2022-0000-00	25470	REI	6596	Assessed In Err	7/6/2025 4:33:31 PM	ENGLISH, SHARON	2823 PUNCHEON FORK ROAD	MARS HILL	NC	28754	MADISON	97.60	N	97.60	0.00		0.00
2022	0000013028-2022-2022-0000-00	25470	REI	6596	Assessed In Err	7/6/2025 4:33:31 PM	ENGLISH, SHARON	2823 PUNCHEON FORK ROAD	MARS HILL	NC	28754	MADISON	17.56	N	0.00	0.00	EBBS CHAPEL FD	17.56
2020	0000013028-2020-2020-0000-00	25470	REI	6598	Assessed In Err	7/6/2025 4:33:33 PM	ENGLISH, SHARON	2823 PUNCHEON FORK ROAD	MARS HILL	NC	28754	MADISON	117.13	N	117.13	0.00		0.00
2020	0000013028-2020-2020-0000-00	25470	REI	6598	Assessed In Err	7/6/2025 4:33:33 PM	ENGLISH, SHARON	2823 PUNCHEON FORK ROAD	MARS HILL	NC	28754	MADISON	20.66	N	0.00	0.00	EBBS CHAPEL FD	20.66
2021	0000013028-2021-2021-0000-00	25470	REI	6597	Assessed In Err	7/6/2025 4:33:33 PM	ENGLISH, SHARON	2823 PUNCHEON FORK ROAD	MARS HILL	NC	28754	MADISON	108.34	N	108.34	0.00		0.00
2021	0000013028-2021-2021-0000-00	25470	REI	6597	Assessed In Err	7/6/2025 4:33:33 PM	ENGLISH, SHARON	2823 PUNCHEON FORK ROAD	MARS HILL	NC	28754	MADISON	19.11	N	0.00	0.00	EBBS CHAPEL FD	19.11
2024	0000018319-2024-2024-0000-00	8797	REI	6674	Landuse change	7/16/2025 7:38:51 PM	MCWILLIAMS, LEA A.	200 LITTLE BALD BRANCH RD.	HOT SPRINGS	NC	28743	MADISON	461.47	N	461.47	0.00		0.00
2024	0000018319-2024-2024-0000-00	8797	REI	6674	Landuse change	7/16/2025 7:38:51 PM	MCWILLIAMS, LEA A.	200 LITTLE BALD BRANCH RD.	HOT SPRINGS	NC	28743	MADISON	51.28	N	0.00	0.00	SPRING CREEK FD	51.28
2024	0000004349-2024-2024-0000-00	13217	REI	6604	Landfill error	7/9/2025 11:41:44 AM	RADFORD, ROY H.	PO BOX 835	MARS HILL	NC	28754	MADISON	180.00	N	0.00	180.00		0.00
	Subtotal												**3,180.35**		**2,684.96**	**180.00**		**315.39**

Authorization

_____ Date:

8/5/2025

Attachment 2.1

Date run: 8/5/2025 11:59:04 AM

Data as of: 8/4/2025 7:07:12 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: **7/1/2025**

Release Date End: **8/1/2025**

Tax District: **ALL**

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

Grouping: **No Grouping**

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
0000004330-2018-2018-0000-00-REG	POTOUKIAN, J. ANNA	8/15/2018	FORECLOSURE	APRIL	7/14/2025	91.10	91.10	0.00
0000004330-2019-2019-0000-00-REG	POTOUKIAN, J. ANNA	8/28/2019	FORECLOSURE	APRIL	7/14/2025	95.58	95.58	0.00
0000004330-2020-2020-0000-00-REG	POTOUKIAN, J. ANNA	9/21/2020	FORECLOSURE	APRIL	7/14/2025	92.39	92.39	0.00
0000004330-2021-2021-0000-00-REG	POTOUKIAN, J. ANNA	9/15/2021	FORECLOSURE	APRIL	7/14/2025	92.39	92.39	0.00
0000004330-2022-2022-0000-00-REG	POTOUKIAN, J. ANNA	8/21/2022	FORECLOSURE	APRIL	7/14/2025	92.39	92.39	0.00
0000004330-2023-2023-0000-00-REG	POTOUKIAN, J. ANNA	9/28/2023	FORECLOSURE	APRIL	7/14/2025	92.39	92.39	0.00
0000004330-2024-2024-0000-00-REG	POTOUKIAN, J. ANNA	11/1/2024	FORECLOSURE	APRIL	7/14/2025	84.03	84.03	0.00
0000006281-2018-2018-0000-00-REG	THOMAS, JACK R.	8/15/2018	FORECLOSURE	APRIL	7/14/2025	223.62	223.62	0.00
0000006281-2019-2019-0000-00-REG	THOMAS, JACK R.	8/28/2019	FORECLOSURE	APRIL	7/14/2025	234.62	234.62	0.00
0000006281-2020-2020-0000-00-REG	THOMAS, JACK R.	9/21/2020	FORECLOSURE	APRIL	7/14/2025	317.96	317.96	0.00
0000006281-2021-2021-0000-00-REG	THOMAS, JACK R.	9/15/2021	FORECLOSURE	APRIL	7/14/2025	317.96	317.96	0.00
0000006281-2022-2022-0000-00-REG	THOMAS, JACK R.	8/21/2022	FORECLOSURE	APRIL	7/14/2025	317.96	317.96	0.00
0000006281-2023-2023-0000-00-REG	THOMAS, JACK R.	9/28/2023	FORECLOSURE	APRIL	7/14/2025	317.96	317.96	0.00
0000006281-2024-2024-0000-00-REG	THOMAS, JACK R.	11/1/2024	FORECLOSURE	APRIL	7/14/2025	614.06	614.06	0.00
0000008401-2018-2018-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2018	FORECLOSURE	APRIL	7/14/2025	185.66	185.66	0.00
0000008401-2019-2019-0000-00-REG	BURGOYNE, THOMAS E SR	8/28/2019	FORECLOSURE	APRIL	7/14/2025	195.27	195.27	0.00
0000008401-2020-2020-0000-00-REG	BURGOYNE, THOMAS E SR	9/21/2020	FORECLOSURE	APRIL	7/14/2025	227.61	227.61	0.00
0000008401-2021-2021-0000-00-REG	BURGOYNE, THOMAS E SR	9/15/2021	FORECLOSURE	APRIL	7/14/2025	227.61	227.61	0.00
0000008401-2022-2022-0000-00-REG	BURGOYNE, THOMAS E SR	8/21/2022	FORECLOSURE	APRIL	7/14/2025	227.61	227.61	0.00
0000008401-2023-2023-0000-00-REG	BURGOYNE, THOMAS E SR	9/28/2023	FORECLOSURE	APRIL	7/14/2025	227.61	227.61	0.00
0000008401-2024-2024-0000-00-REG	BURGOYNE, THOMAS E SR	11/1/2024	FORECLOSURE	APRIL	7/14/2025	227.00	227.00	0.00
0000013028-2023-2023-0000-00-REG	ENGLISH, DAVID -SHARON	9/28/2023	Assessed In Err	APRIL	7/6/2025	112.91	112.91	0.00
0000013028-2024-2024-0000-00-REG	ENGLISH, DAVID -SHARON	11/1/2024	Assessed In Err	APRIL	7/6/2025	136.06	136.06	0.00
0000017840-2018-2018-0000-00-REG	CARSON, JAMES B.JR	8/15/2018	FORECLOSURE	APRIL	7/14/2025	119.25	119.25	0.00

0000017840-2019-2019-0000-00-REG	CARSON, JAMES B JR	8/28/2019	FORECLOSURE	APRIL	7/14/2025	126.13	126.13	0.00
0000017840-2020-2020-0000-00-REG	CARSON, JAMES B JR	9/21/2020	FORECLOSURE	APRIL	7/14/2025	116.67	116.67	0.00
0000017840-2021-2021-0000-00-REG	CARSON, JAMES B JR	9/15/2021	FORECLOSURE	APRIL	7/14/2025	116.67	116.67	0.00
0000017840-2022-2022-0000-00-REG	CARSON, JAMES B JR	8/21/2022	FORECLOSURE	APRIL	7/14/2025	116.67	116.67	0.00
0000017840-2023-2023-0000-00-REG	CARSON, JAMES B JR	9/28/2023	FORECLOSURE	APRIL	7/14/2025	116.67	116.67	0.00
0000017840-2024-2024-0000-00-REG	CARSON, JAMES B JR	11/1/2024	FORECLOSURE	APRIL	7/14/2025	100.90	100.90	0.00
0000020439-2018-2018-0000-00-REG	FIRST EQUITIES FINANCIAL III, LLC	8/15/2018	FORECLOSURE	APRIL	7/14/2025	366.50	366.50	0.00
0000020439-2019-2019-0000-00-REG	FIRST EQUITIES FINANCIAL III, LLC	8/28/2019	FORECLOSURE	APRIL	7/14/2025	384.53	384.53	0.00
0000020439-2020-2020-0000-00-REG	FIRST EQUITIES FINANCIAL III, LLC	9/21/2020	FORECLOSURE	APRIL	7/14/2025	144.57	144.57	0.00
0000020439-2021-2021-0000-00-REG	FIRST EQUITIES FINANCIAL III, LLC	9/15/2021	FORECLOSURE	APRIL	7/14/2025	144.57	144.57	0.00
0000020439-2022-2022-0000-00-REG	FIRST EQUITIES FINANCIAL III, LLC	8/21/2022	FORECLOSURE	APRIL	7/14/2025	144.57	144.57	0.00
0000020439-2023-2023-0000-00-REG	FIRST EQUITIES FINANCIAL III, LLC	9/28/2023	FORECLOSURE	APRIL	7/14/2025	144.57	144.57	0.00
0000020439-2024-2024-0000-00-REG	FIRST EQUITIES FINANCIAL III, LLC	11/1/2024	FORECLOSURE	APRIL	7/14/2025	336.94	336.94	0.00
0000287270-2013-2013-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2013	FORECLOSURE	JESSICA WEST	7/22/2025	165.76	165.76	0.00
0000287272-2003-2003-0000-00-REG	CALDWELL, PAULINE MRS. ESTATE	8/15/2003	FORECLOSURE	JESSICA WEST	7/22/2025	113.05	113.05	0.00
0000287273-2012-2012-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2012	FORECLOSURE	JESSICA WEST	7/22/2025	165.76	165.76	0.00
0000287274-2007-2007-0000-00-REG	CALDWELL, PAULINE MRS. ESTATE	8/15/2007	FORECLOSURE	JESSICA WEST	7/22/2025	158.10	158.10	0.00
0000287276-2006-2006-0000-00-REG	CALDWELL, PAULINE MRS. ESTATE	8/15/2006	FORECLOSURE	JESSICA WEST	7/22/2025	158.10	158.10	0.00
0000287277-2011-2011-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2011	FORECLOSURE	JESSICA WEST	7/22/2025	173.60	173.60	0.00
0000287279-2009-2009-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2009	FORECLOSURE	JESSICA WEST	7/22/2025	158.10	158.10	0.00
0000287280-2014-2014-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2014	Refer To File	JESSICA WEST	7/22/2025	165.76	75.00	90.76
0000287280-2014-2014-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2014	Refer To File	JESSICA WEST	7/22/2025	90.76	40.00	50.76
0000287280-2014-2014-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2014	Refer To File	JESSICA WEST	7/22/2025	50.76	2.50	48.26
0000287280-2014-2014-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2014	Refer To File	JESSICA WEST	7/22/2025	48.26	1.25	47.01
0000287281-2005-2005-0000-00-REG	CALDWELL, PAULINE MRS. ESTATE	8/15/2005	FORECLOSURE	JESSICA WEST	7/22/2025	182.90	182.90	0.00
0000287282-2010-2010-0000-00-REG	NICHOLSON, ELLIOTT	8/15/2010	FORECLOSURE	JESSICA WEST	7/22/2025	173.60	173.60	0.00
0000287283-2004-2004-0000-00-REG	CALDWELL, PAULINE MRS. ESTATE	8/15/2004	FORECLOSURE	JESSICA WEST	7/22/2025	182.90	182.90	0.00
0000287285-2008-2008-0000-00-REG	CALDWELL, PAULINE MRS. ESTATE	8/15/2008	FORECLOSURE	JESSICA WEST	7/22/2025	158.10	158.10	0.00
0000287618-2013-2013-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2013	FORECLOSURE	APRIL	7/14/2025	185.66	185.66	0.00
0000287619-2016-2016-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2016	FORECLOSURE	APRIL	7/14/2025	185.66	185.66	0.00
0000287621-2012-2012-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2012	FORECLOSURE	APRIL	7/14/2025	185.66	185.66	0.00
0000287623-2015-2015-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2015	FORECLOSURE	APRIL	7/14/2025	185.66	185.66	0.00
0000287625-2011-2011-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2011	FORECLOSURE	APRIL	7/14/2025	197.78	197.78	0.00
0000287628-2014-2014-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2014	FORECLOSURE	APRIL	7/14/2025	185.66	185.66	0.00
0000287630-2010-2010-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2010	FORECLOSURE	APRIL	7/14/2025	197.78	197.78	0.00
0000287632-2017-2017-0000-00-REG	BURGOYNE, THOMAS E SR	8/15/2017	FORECLOSURE	APRIL	7/14/2025	185.66	185.66	0.00
0000337040-2008-2008-0000-00-REG	KRISTENSEN, KAREN	8/15/2008	FORECLOSURE	APRIL	7/1/2025	65.40	65.40	0.00

0000337041-2012-2012-0000-00-REG	KRISTENSEN, KAREN	8/15/2012	FORECLOSURE	APRIL	7/1/2025	83.18	83.18	0.00
0000337046-2011-2011-0000-00-REG	KRISTENSEN, KAREN	8/15/2011	FORECLOSURE	APRIL	7/1/2025	70.85	70.85	0.00
0000337047-2013-2013-0000-00-REG	KRISTENSEN, KAREN	8/15/2013	FORECLOSURE	APRIL	7/1/2025	83.18	83.18	0.00
0000337050-2009-2009-0000-00-REG	KRISTENSEN, KAREN	8/15/2009	FORECLOSURE	APRIL	7/1/2025	65.40	65.40	0.00
0000337053-2010-2010-0000-00-REG	KRISTENSEN, KAREN	8/15/2010	FORECLOSURE	APRIL	7/1/2025	70.85	70.85	0.00
0000434053-2016-2016-0000-00-REG	CARSON, JAMES B.JR	8/15/2016	FORECLOSURE	APRIL	7/14/2025	119.25	119.25	0.00
0000434054-2015-2015-0000-00-REG	CARSON, JAMES B JR	8/15/2015	Refer To File	APRIL	7/14/2025	119.25	118.06	1.19
0000434054-2015-2015-0000-00-REG	CARSON, JAMES B JR	8/15/2015	Refer To File	APRIL	7/14/2025	1.19	1.18	0.01
0000434054-2015-2015-0000-00-REG	CARSON, JAMES B JR	8/15/2015	Refer To File	APRIL	7/14/2025	0.01	0.01	0.00
0000507719-2013-2013-0000-00-REG	POTOUKIAN, J. ANNA	8/15/2013	FORECLOSURE	APRIL	7/14/2025	91.10	91.10	0.00
0000507721-2016-2016-0000-00-REG	POTOUKIAN, J. ANNA	8/15/2016	FORECLOSURE	APRIL	7/14/2025	91.10	91.10	0.00
0000507723-2012-2012-0000-00-REG	POTOUKIAN, J. ANNA	8/15/2012	FORECLOSURE	APRIL	7/14/2025	91.10	91.10	0.00
0000507725-2017-2017-0000-00-REG	POTOUKIAN, J. ANNA	8/15/2017	FORECLOSURE	APRIL	7/14/2025	91.10	91.10	0.00
0000507726-2015-2015-0000-00-REG	POTOUKIAN, J. ANNA	8/15/2015	FORECLOSURE	APRIL	7/14/2025	91.10	91.10	0.00
0000507732-2014-2014-0000-00-REG	POTOUKIAN, J. ANNA	8/15/2014	FORECLOSURE	APRIL	7/14/2025	91.10	91.10	0.00
0000539018-2013-2013-0000-00-REG	HAMLIN, LILLIAN T	8/15/2013	FORECLOSURE	JESSICA WEST	7/22/2025	380.36	380.36	0.00
0000539019-2012-2012-0000-00-REG	HAMLIN, LILLIAN T	8/15/2012	FORECLOSURE	JESSICA WEST	7/22/2025	229.36	229.36	0.00
0000544195-2017-2017-0000-00-REG	THOMAS, JACK R.	8/15/2017	FORECLOSURE	APRIL	7/14/2025	223.62	223.62	0.00
0000544197-2013-2013-0000-00-REG	THOMAS, JACK R.	8/15/2013	FORECLOSURE	APRIL	7/14/2025	223.62	223.62	0.00
0000544199-2016-2016-0000-00-REG	THOMAS, JACK R.	8/15/2016	FORECLOSURE	APRIL	7/14/2025	223.62	223.62	0.00
0000544201-2012-2012-0000-00-REG	THOMAS, JACK R.	8/15/2012	FORECLOSURE	APRIL	7/14/2025	223.62	223.62	0.00
0000544203-2015-2015-0000-00-REG	THOMAS, JACK R.	8/15/2015	FORECLOSURE	APRIL	7/14/2025	223.62	223.62	0.00
0000544210-2014-2014-0000-00-REG	THOMAS, JACK R.	8/15/2014	FORECLOSURE	APRIL	7/14/2025	223.62	223.62	0.00
0000559327-2012-2012-0000-00-REG	KEENER, T M	8/15/2012	FORECLOSURE	APRIL	7/8/2025	148.23	148.23	0.00
0000559329-2013-2013-0000-00-REG	KEENER, T M	8/15/2013	FORECLOSURE	APRIL	7/8/2025	148.23	148.23	0.00
0000559332-2011-2011-0000-00-REG	KEENER, T M	8/15/2011	FORECLOSURE	APRIL	7/8/2025	151.38	151.38	0.00
0000559334-2009-2009-0000-00-REG	KEENER, T M	8/15/2009	FORECLOSURE	APRIL	7/8/2025	138.33	138.33	0.00
0000559337-2010-2010-0000-00-REG	KEENER, T M	8/15/2010	FORECLOSURE	APRIL	7/8/2025	151.38	151.38	0.00
0000575096-2023-2023-0000-00-REG	RAY, SHEILA	9/28/2023	Duplication	JESSICA WEST	7/22/2025	4.53	4.53	0.00
0000575096-2024-2024-0000-00-REG	RAY, SHEILA	11/1/2024	Duplication	JESSICA WEST	7/22/2025	5.10	5.10	0.00
Subtotal							**14,571.78**	
Total							**14,571.78**	

MADISON COUNTY

TAX COLLECTOR'S ANNUAL SETTLEMENT OF 2024 TAXES

SWORN REPORT STATEMENT

The sworn report presented to the Madison County Board of Commissioners on this 12th day of August 2025, by April Plemmons, Interim Tax Administrator for Madison County, contains the required information set forth in N.C.G.S 105-373 of the Machinery Act of North Carolina.

I, April Plemmons, attest to the fact that the information provided in this Annual Settlement of 2024 Taxes is accurate to the best of my knowledge and that diligent efforts to collect taxes due were made using available collection remedies as provided by the North Carolina Machinery Act.

April Plemmons
Madison County Interim Tax Administrator

Subscribed and sworn to before the Madison County Board of Commissioners this the 12th day of August, 2025 at the regular monthly scheduled meeting.

Matthew Wechtel, Chairman
Madison County Board of Commissioners

ORDER OF COLLECTION

2025 TAXES

(As required by GS 105-321)

STATE OF NORTH CAROLINA
COUNTY OF MADISON

TO THE TAX COLLECTOR OF THE COUNTY OF MADISON:

YOU ARE HEREBY AUTHORIZED, EMPOWERED, AND COMMANDED TO COLLECT THE TAXES SET FORTH IN THE TAX RECORDS FILED IN THE OFFICE OF THE TAX ASSESSOR AND IN THE TAX RECEIPTS HEREWITH DELIVERED TO YOU, IN THE AMOUNTS AND FROM THE TAXPAYERS LIKEWISE THERIN SET FORTH. SUCH TAXES ARE HEREBY DECLARED TO BE A FIRST LIEN UPON ALL REAL PROPERTY OF THE RESPECTIVE TAXPAYERS IN THE COUNTY OF MADISON, AND THIS ORDER SHALL BE A FULL AND SUFFICIENT AUTHORITY TO DIRECT, REQUIRE, AND ENABLE YOU TO LEVY ON AND SELL ANY REAL OR PERSONAL PROPERTY OF SUCH TAXPAYERS, FOR AND ON ACCOUNT THEREOF, IN ACCORDANCE WITH LAW.

WITNESS MY HAND AND OFFICAL SEAL, THIS 12TH DAY OF AUGUST 2025

MATTHEW WECHTEL, CHAIRMAN
MADISON COUNTY BOARD OF COMMISSIONERS

ATTEST:

CLERK TO THE BOARD OF
MADISON COUNTY COMMISSIONERS

Attachment 2.4

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: ___

Date: ___

County: Madison

LEA: Madison County Schools

Address: 5738 US 25/70 Hwy. Marshall, NC 28753

Contact Person: Michael Wallin

Title: CFO

Phone: 828-649-9276 ext. 10121

Project Title: Madison Middle School Sidewalk and Curbs

Location: 95 Upper Brush Creed Rd.

Type of Facility: School Buildings/Facilities

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

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

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

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

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

Short description of Construction Project: Replacing and fixing the curbs and sidewalks at Madison Middle School.

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		129,500.00
Repair		
Debt Payment / Bond Payment		
TOTAL	$	129,500.00

Estimated Project Beginning Date: July 17, 2025

Est. Project Completion Date: August 5, 2025

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 129,500.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) 8-12-25 (Date)

(Signature — Chair, Board of Education) 7/17/25 (Date)

Form Date: July 01, 2011

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PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Madison

LEA: Madison County Schools

Address: 5738 US 25/70 Hwy. Marshall, NC 28753

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(Signature — Chair, County Commissioners) 8-12-25 (Date)

(Signature — Chair, Board of Education) 7/17/25 (Date)

Form Date: July 01, 2011

EVERY ANGLE INC.
NEW CONSTRUCTION & RENOVATIONS

Construction Contract

This Agreement, Made as of July 10, 2025,

Between the Owners:

Madison County Government

And the Contractor: **Every Angle Inc.**
P.O. Box 275
Marshall, NC 28753
License #: 60296

For the Project: **Barnard Park Restoration**
1989 Barnard Rd,
Marshall, NC 28753

Article 1. Contract Documents

1.1 The contract documents consist of this document, which encompasses, supersedes and nullifies all previous documents proposed and signed by the above listed parties. This Contract document represents the entire agreement of both parties and defines and supersedes all prior oral agreements.

1.2 The contract documents consist of this document, and the contract addendum attached hereto as Attachment A. In the event of a conflict between the two documents, the provisions of the contract addendum (Attachment A) shall prevail."

Article 2. Scope of Work

2.1 The Contractor agrees to renovate and restore the Barnard Park to the existing condition and design of the park, prior to Hurricane Helene.

2.2 The contractor agrees to facilitate, manage, and finance all materials, labor and subcontractors required for the renovation of the park.

Article 3. Time of Completion

3.1 The approximate commencement date of the project shall be at or around July 21, 2025. The approximate completion date of the project shall be September 28, 2025. The contractor will work on the third and fourth week of July on developing site plans, gathering materials and coordinating a development strategy with the rafting companies. Site work will begin the fourth or fifth week of July. Any change orders, weather, or owner related delays, may delay or otherwise affect the completion date. Neither the Contractor nor the Owner shall be liable for exceeding the expected completion date.

Article 4. The Contract Price

4.1 The Contract price is $179,264.00

The scope of work is line itemed in the quote Every Angle Inc. provided. It will be attached to this contact as an Exhibit.

4.2 Changes to the scope of work by the owners, or unforeseen or hazardous conditions may result in change-orders. If change-orders arise, the contractor will stop work, estimate expenses and seek signed approval before continuing.

Article 5. Payment Schedule.

5.1 After work has commenced, the Owner/Owner Lender will be periodically invoiced by the Contractor for work that has been completed and materials that have been purchased. The contractor will attempt to deliver invoices via email every two weeks to the Owner/Owner Lender for inspection, review and payment.

5.2 Owner/Owner Lender will make payments to the Contractor within **14** Calendar Days of receiving a written invoice. Upon completion of each phase of construction, the Contractor, Lending Agent and Owner will complete an in-person assessment of the progress, in conjunction with building inspections provided by local municipalities.

5.3 All checks should be made payable to: **Every Angle Inc.**

5.4 If payment is not received by the Contractor within 21 Calendar Days after delivery of payment request for work satisfactorily completed, Contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of

payments to Contractor for that part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payment to Contractor for that part of the work performed prior to such termination.

Article 6. Duties of the Contractor

6.1 The contractor will organize the construction team, schedule, safety and all processes that lead to a completed building. The contractor will establish a responsibility matrix, milestone schedule, site utilization plan, construction documents, bid and choose subcontractors, manage each discipline, bid purchase, coordinate delivery and installation of equipment and supplies and incorporate all of these into the construction scheme and schedule.

6.2 All work shall be in accordance with the provisions of the plans and specifications. All systems shall be in good working order.

6.3 All work shall comply with all applicable national, state and local building codes and laws.

6.4 All work shall be performed by licensed individuals as outlined by law.

6.5 Contractor shall obtain all permits necessary for the work to be completed, unless already obtained by the owner.

6.6 Contractor shall remove all construction debris and leave the project in a broom-clean condition.

6.7 Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

6.8 The contractor shall coordinate any volunteer labor and material donations to ensure a productive, efficient and cost-effective construction process.

Article 7. Owner

7.1 The Owner shall communicate with the subcontractors through the Contractor unless otherwise specified by the Contractor.

7.2 The Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibilities.

Article 8. Insurance

8.1 The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of fire, vandalism, malicious mischief or other instances that may occur.

8.2 The Contractor will maintain all Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for his own protection.

Article 9. General Provisions

9.1 If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause and increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment to the contract sum, contract time or both.

9.2 Nor Contractor or Owner shall be held liable for additional time or financial stresses accrued by "Acts of God" including war, pandemic, natural disaster, insurrection, or personal tragedy.

Article 10. Hazardous Materials, Waste and Asbestos

10.1 Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions, and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste, or asbestos, upon discovery of such materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

Article 11. Warranty

11.1 At the completion of this project, the Contractor shall execute an instrument to the Owner warranting the project for 1 year against defects in workmanship and materials utilized. The manufacturer's warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after 1 year beyond the completion of the project or cessation of work.

Article 13. Attorney Fees

13.1 In the event of an arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

Article 14. Acceptance and Occupancy

14.1 Upon completion, the project shall be inspected by the Owner and the Contractor, and any repairs necessary to comply with the contract documents shall be made by the Contractor.

14.2 The Owner shall not occupy the property until the Contractor has received final payment and a Certificate of Occupancy has been obtained.

14.3 Occupancy of the project by the Owner in violation of Article 15.2, shall constitute unconditional acceptance of the project and a waiver of any defects or uncompleted work.

EVERY ANGLE INC.
NEW CONSTRUCTION & RENOVATIONS

Witness our hand and seal on this_____day of_____, 20_____

Signed in the presence of:

_____
Witness

7/10/25
Contractor Signature
Matthew Lucas, Owner
Every Angle Inc.

Owner Signature

Attachment A:

"Attachment A"

CONTRACT ADDENDUM

Contractor: Every Angle Inc.

County Department: Madison County Government

Subject of Contract: Barnard Park

Date/Term of Contract: 7/10/2025

1. Contractor Responsibilities: The Contractor shall obtain necessary permits and materials; appropriately monitor and assume responsibility of the entire site during the period of performance; and complete the project during the time period as described in the contract ensuring that the site is clear of all waste/vegetative debris/construction material or otherwise with landscape returned to grade and free from holes, routes, or piles of earth material such as sand, silt, dirt, etc. upon completion.

2. The contractor shall make all arrangements for delivery, unloading, receiving, and storing materials during installation. The Unit will not assume any responsibility for receiving these shipments. The Contractor shall check with the appropriate Unit representative and make necessary arrangements for security and storage space during installation.

3. Work to be Performed: It shall be the responsibility of the Contractor to provide an adequate number of well-qualified personnel to perform all repairs to specifications as included in the quote as provided by the contractor, Every Angle estimate #: 24-117, as hereto incorporated into the contract addendum (Attachment A). No alterations to the scope of work or project materials may be made without obtaining a change order from the designated County official. All work shall be done in compliance with Federal, State, and other applicable code requirements.

4. Inspection of Final Product: The Unit will conduct a final walk through once the repairs are completed. The Unit will have 72 hours to complete the walk through and report any discrepancies or deficiencies to the Contractor. Any discrepancies or deficiencies shall be promptly and permanently corrected by the Contractor within ten (10) business days at the sole expense of the Contractor prior to final acceptance of work. Specification change orders, marked to record all changes made during repair must be provided to the Unit prior to final inspection.

Confidentiality of Documents
North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Proposal are subject to public disclosure unless specifically excepted by North Carolina General Statute §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a "trade secret," provided it meets the specific conditions as outlined in §132-1.2(1)a-d.
Madison County will attempt to withhold from public disclosure, or redact documents or information, designated "confidential trade secret" that clearly meet the conditions of NC G.S. §132-1.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, Madison County shall not be held responsible for any information that is released nor shall Madison County be held responsible for nor pay any penalty or expense in relation to information so released. Any submission marked "confidential" or "trade secret" in its entirety may be rejected at the sole discretion of Madison County.

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

6. Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

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

8. No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

9. Conflict of Interest: The Contractor must disclose in writing any potential conflict of interest to the County of Madison or pass through entity in accordance with federal policy.

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

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

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

13. Access to Records and Reports (applies to all contracts regardless of contract amount): The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County or any of their authorized representatives access to any technical specifications, books, documents, papers, and records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Contractor agrees to provide the County or authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract. All Contractors and their successors,
transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing State and Local procurement guidelines including access to records, accounts, documents, information, facilities, and staff.

14. Insurance: The Vendor shall be responsible for its work and every part thereof. The Vendor assumes all risks of direct and indirect damage or injury to the property of persons used or damage or injury to the property of persons used or employed on or in connection with the work contracted for and all damage or injury to any person or property wherever located, resulted from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
The selected Vendor shall purchase and maintain in force, with an insurance company licensed to do business in the State of North Carolina, at its own expense, Insurance that will protect the Vendor from claims which may arise out of or result from the Vendor execution of the work, whether such execution be by himself, the employees, agents, or by anyone for whose acts any of them may be liable. If any such work coverage by the contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his subcontractors, employees, or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor or its forces as enumerated above.
I. Workers Compensation
Statutory limits covering all employees, including Employer's Liability with limits of:
$500,000 Each Accident
$500,000 Disease- Each Employee
$500,000 Disease- Policy Limit
II. Commercial General Liability
Covering all operations involvement in this Agreement.
$2,000,000 General Aggregate
$2,000,000 Products/ Completed Operations Aggregate
$1,000,000 Each Occurrence
$1,000,000 Personal and Advertising Injury Limit
$5,000 Medical Expense Limit
III. Commercial Automobile Liability
$1,000,000 Combined Single Limit- Any Auto
IV. Professional Liability
$1,000,000 Claims-Made
The Vendor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of this Agreement.

15. Indemnification: The Vendor agrees to protect, defend, indemnify, and hold harmless Madison County, it's officers, employees, and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, and proceedings, or causes of action of every kind in connection with or arising out of this agreement and or the performance hereof that are due, in whole or in part, to the negligence of the Vendor, it's officers, employees, subcontractors, or agents. The Vendor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear other costs and expenses related thereto.

16. E-Verify: Effective September 4, 2013 North Carolina Local Government units are prohibited from entering into certain contracts unless the Vendor and the Vendors subcontractors, if any, comply with the requirements of North Carolina General Statutes (N.C.G.S) § 64-26(a). Prior to providing any services hereunder, Vendor and Vendors subcontractors, if any, are subject to the provisions of N.C.G.S §64-26(a). The Vendor agrees to fully comply with such statute and require Vendor's subcontractors, if any, to fully comply with such statute.

CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE

1. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. FEMA requires inclusion of the following contract provisions for procurement, including under exigent or emergency circumstances. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Termination for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under the contract, the Unit shall have the right to exercise its legal and equitable remedies, including without limitation, the right to seek specific performance of all or any part of the Contractor terminate the Contract. If the Unit chooses to terminate the contract, the Unit will give written notice to the Contractor specifying the effective date of the termination. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination, any or all finished or unfinished deliverable items under the contract prepared by the Contractor shall, at the option of the Unit become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised.
Notwithstanding, Contractor shall not be relieved of liability to the Unit for damages sustained by the Unit by virtue of any breach of the contract, and the Unit may withhold any payment due to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Unit from such breach can be determined. The Unit reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from the Contractor without expense to the Unit. In the event of breach of the contract by the Contractor, the Unit may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under the contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Unit may immediately cease doing business with the Contractor, immediately terminate the contract for cause.

3. Termination for Convenience. The Unit may terminate this contract at its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving the Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination for convenience, the Contractor shall perform any services or work that the Unit designates to be completed prior to the date of termination. The Contractor will be paid for work completed pursuant to the contract prior to contract termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the contract.

4. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract as defined in 41 C.F.R. § 60-1.3, during the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
The Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Unit so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The Unit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
The Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the UNIT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the UNIT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Contract Work Hours and Safety Standards Act.
a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
c. Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
e. Payroll and Records. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions
made, and actual wages paid. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
f. Exceptions. Pursuant to 40 U.S.C. 3701(b)(3)(A), none of the requirements of this Section 4 shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than $100,000.

6. Contractor and Subcontractor Compliance with the Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the Unit and understands and agrees that the Unit will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Contractor and Subcontractor Compliance with the Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the Unit and understands and agrees that the Unit will, in turn, report each violation as required to assure notification to the North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment.
a. Certification. If this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, the Contractor certifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) of the Contractor and the Contractor's principals are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.
b. Lower-Tier Transactions. The Contractor must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
c. Violation. This certification is a material representation of fact relied upon the Unit. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Unit, the federal government may pursue
available remedies, including but not limited to suspension or debarment.

9. Byrd Anti-Lobbying Amendment.
a. No Lobbying with Federally Appropriated Funds. The Contractor certifies to the Unit, and Contractor shall cause each tier below it to certify to the tier directly above such tier, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This certification is a material representation of fact upon which the Unit has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
b. Certification of No Lobbying with Federally Appropriated Funds. Contractors that bid or apply for a contract exceeding $100,000 (including this Contract, if applicable) must file with Unit the certification in Attachment 1 to this Addendum, which is incorporated by reference. The Contractor also shall cause any subcontractor with a subcontract at any tier exceeding $100,000 to file with the tier above it the certification in Attachment 1 to this Addendum, which is incorporated by reference.
c. Disclosure of Lobbying Activities with Non-Federal Funds. Contractors that bid or apply for a contract exceeding $100,000 shall disclose, and shall cause each tier below it to disclose, using Disclosure of Lobbying Activities (Standard Form-LLL) any lobbying with non-federal funds that takes place in connection with obtaining any federal award. This disclosure of lobbying activities is a material representation of fact upon which the Unit has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

10. Procurement of Materials. For contracts of $10,000 or more, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962, and shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services.
a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as

defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
b. Prohibitions.
1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from
obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system; or
iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
c. Exceptions. This clause does not prohibit contractors from providing (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
d. Reporting requirements.
1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any
additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United State, and "manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records. The Contractor agrees to provide the Unit, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Unit and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

15. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the Unit, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor agrees to include the preceding sentence in each subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to the Contractor's actions pertaining to this contract.

17. Socioeconomic Considerations. If subcontracts are to be let, the Contractor should consider small and minority businesses, women's business enterprises, labor surplus area firms, and veteran-owned businesses are used when possible. Consideration is defined by 2 C.F.R. § 200.321(b)(1)-(5).

18. License and Delivery of Works Subject to Copyright and Data Rights. If this contract involves intangible property pursuant to 2 C.F.R. 200.315, the Contractor grants to the Unit a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Unit or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Unit data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Unit.

19. Providing Good, Safe Jobs to Workers. Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

20. Buy Clean. The Unit encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the Unit encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

21. Other Non-Discrimination Statutes. The Unit is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Unit agrees to not using any federal assistance awarded by FEMA to support procurements using exclusionary or discriminatory specifications. Upon entering into a contract with the Unit, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:
a. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.
b. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.
c. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

22. Changes to Federal Requirements. The Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. Modifications or Changes to the Contract. Contractor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant. All contract changes or modifications must be mutually agreed to in writing.

Purchaser: Madison County Government
PO Box 579
Marshall, NC 28753

Signature

Rod Honeycutt
Print Name

County Manager
Title

7/17/2025
Date

Contractor:

Signature

Matthew Lucas
Print Name

Owner
Title

7/16/2025
Date

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

By: _____
Madison County Finance Officer

Estimate

Date	Estimate #
3/14/2025	24-117

EVERY ANGLE INC.
NEW CONSTRUCTION & RENOVATIONS

PO Box 275
Marshall NC, 28753

828-778-4839

License #60296

Name / Address
Chris Maney Madison County Parks and Recreation

Description	Cost
The following scope of work is aimed at repairing and replacing the Barnard Park to its previous condition. There will be few alterations.	
A) Grade and gravel the entire parking lot. 340' x 110'	
Dozer/Labor	3,360.00
Gravel (Road Bond/ABCM)	36,000.00
B) Install 24" culvert from RR track to the river. 200'	
24" culverts - qty: 10	8,280.00
Installation Labor	5,760.00
C) Grade and install rip rap along the edge of parking lot. 10' x 175'	
Rip rap	4,800.00
Grading Labor	3,000.00
D) Install French drain at base of parking lot, behind concrete wall. 250' long.	
Drain Material	1,500.00
Gravel	820.00
Grading Labor	1,680.00
E) Install split rail fence and gate. 80' including gate.	
Materials and Labor	3,800.00
F) Install boulders to prevent vehicle access to field and river.	
Boulders	3,800.00
Labor	1,800.00
G) Grade and add screenings below the concrete wall for boats access. 275' x 55'	
Screenings	7,200.00
Grading and Spreading Labor	2,220.00
H) Repair concrete walls	
Materials and Labor	1,000.00
I) Install steel pipe grab bars along stairs - 11 units.	
Materials and labor, fabricated, painted and installed.	3,560.00

	Total

ML 7/10/25

Estimate

Date	Estimate #
3/14/2025	24-117

EVERY ANGLE INC.
NEW CONSTRUCTION & RENOVATIONS

PO Box 275
Marshall NC, 28753

828-778-4839

License #60296

Name / Address
Chris Maney Madison County Parks and Recreation

Description	Cost
J) Rebuild and extend 6x6 guard rail to the concrete wall to control vehicles. 85'. Hardscapes with stones and boulders are another option. Materials Labor	 3,050.00 4,800.00
K) Install steel doors to bathrooms Materials Labor	 2,900.00 1,200.00
L) Reinstall two signs. One sign is in the neighbor's yard. Materials and Labor	 1,900.00
M) Rebuild center parking lot island. 160' x 8'. Single or Double pressure treated 6x6 re-bared into the ground with cross braces to prevent displacement. Materials Labor	 4,237.00 3,600.00
N) Plant native Maple and Birch trees and add mulch to the island. This quote includes trees every 10 – 12'. Materials and Labor	 12,400.00
O) Skim and haul away all river sand from the park field. 735' x 155' Grading, Loading and Removal	0.00 11,160.00
P) Fill in the sinkhole and smooth the riverbank and park field Grading Labor	 4,800.00
Q) Rebuild walking trail. 6' wide x 900' long road bond. The trail loops back on the upper side by the tracks. Grass will be left in agreed upon areas. Spreading Labor Material	 1,800.00 4,800.00
R) Sow grass seed over the entire park. 735' x 155', 113,925 sf, 2.6 acres. Materials and Labor	 3,687.00
S) Install three benches, tree picnic tables, and two trash cans	

	Total

ML
7/10/25

Estimate

Date	Estimate #
3/14/2025	24-117

EVERY ANGLE INC.
NEW CONSTRUCTION & RENOVATIONS

PO Box 275
Marshall NC, 28753

828-778-4839

License #60296

Name / Address
Chris Maney Madison County Parks and Recreation

Description	Cost
Materials	11,500.00
Labor	3,600.00
T) Pour concrete for an additional boat ramp with same dimensions as the other ramp. Materials and Labor	11,750.00
U) Burn or remove remaining tree debris. The fire department is supposed to burn it but there will be left over debris. Machine Time Labor	3,500.00

	Total	$179,264.00

ML
7/10/25

STATE OF NORTH CAROLINA
COUNTY OF MADISON

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (hereinafter "Agreement"), effective as of the date it is fully executed, is hereby entered into by and among the Estate of Maj. Michelle Quintero (hereinafter "Estate") and Madison County, North Carolina (hereinafter "Madison County") (collectively the Estate and Madison County referred to as the "Parties").

WHEREAS, Maj. Michelle Quintero ("Quintero") was a long-time employee of Madison County, NC, most recently serving in the position of Jail Administrator;

WHEREAS, Quintero submitted a claim to Madison County, NC for what she believed was unpaid overtime owed to her;

WHEREAS, on or about September 27, 2024, Quintero was killed during Hurricane Helene;

WHEREAS, in or around November 19, 2024 an Estate was opened for Quintero in Yancey County, NC, and her husband, Isaac Quintero was duly appointed to serve as the Administrator of the Estate;

WHEREAS, a Workers Compensation claim with the North Carolina Industrial Commission has been filed, IC File No. 24038410 (the "Workers Compensation Proceeding").

WHEREAS, Madison County denies Quintero's allegations of unpaid overtime;

WHEREAS, the Parties agreed to engage in pre-litigation mediation in an effort to resolve the claim of unpaid overtime; and

WHEREAS, a Mediated Settlement Conference with counsel was concluded on July 11, 2025 and the Parties agreed to compromise and settle all of the disputes, disagreements and controversies between them in accordance with the terms of this Agreement.

NOW THEREFORE, In consideration of the foregoing and of the mutual covenants, promises, and releases contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties contract and agree as follows:

1. In full and final satisfaction of all claims Quintero/Estate has or may have had against Madison County for unpaid overtime or for any other wages owed, Madison County shall pay to the Estate the total sum of thirty-thousand dollars ($30,000.00) (the "Settlement Funds"). The Check shall be made payable to the Searson, Jones, Gottschalk and Cash, PLLC Trust Account and said payment shall be delivered to counsel for the Estate within fourteen (14) days of approval of this Agreement by the Madison County Board of Commissioners. The Estate acknowledges and agrees that the Settlement Funds are paid in full and final satisfaction of any and all claims the Estate may have for overtime or any other wages owed.

2. Each of the Parties shall bear his/her/its own attorneys fees. Costs of the Mediated Settlement Conference shall be paid by Madison County.

3. In consideration of and effective upon receipt of the Settlement Funds, and the other

promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Estate and all heirs, administrators, executors, representatives, and any and all other persons, firms or corporations in any way related thereto, hereby release and discharge, Madison County, NC, its successors, assigns, Commissioners, agents, attorneys, employees, and representatives, the Madison County, NC Sheriff's Department, current and past Sheriffs of Madison County, NC, and all agents, employees, attorneys, and representatives thereof, of and from any and all actions, damages, rights, remedies, claims, demands, judgments, causes of action, and liabilities of any kind and/or nature, known or unknown, in connection with, growing out of, arising out of or in any way related to the claim for unpaid overtime and for any other wage claims that Quintero/Estate had or have to date. This Release is not limited in scope, but is a general release of all matters related to any wage against Madison County.

4. The Parties agree that nothing herein shall have any bearing or effect on the Workers Compensation Proceeding, and that no Party shall raise this agreement or any subsequent settlement document as a bar to any recovery in the Workers Compensation Proceeding.

5. The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all Parties. The Parties further agree that they will not use or attempt to use this Agreement as an admission of wrongdoing or liability or in any similar fashion in any litigation or other proceeding anytime, anywhere.

6. Notwithstanding any other provision herein, the Court may enter and enforce an Order or Judgment based upon the terms and provisions of this Agreement, if such action becomes necessary.

7. It is expressly understood by all Parties that the terms of this Agreement are conditional upon express approval by the Board of Commissioners for Madison County. Madison County has agreed to seek such approval no later than the next regularly scheduled Commissioner's meeting on August 12, 2025. If approval of the Board of Commissioner is not obtained on August 12, 2025 or the next regularly scheduled meeting, this Agreement shall be considered VOID and shall have no further force or effect.

8. This Agreement has been negotiated and drafted by all Parties and their representatives. The Parties to this Agreement represent and warrant that they have read and understand this Agreement and have consulted their respective counsel concerning its legal effect. It is further represented, declared and agreed by the undersigned that the terms of this Agreement are fully understood and that the judgment of the undersigned is relied upon wholly in so doing and that the above referenced consideration is voluntarily accepted by the undersigned for the purpose of making a full and final compromise. No rule of construction shall apply to this Agreement construing its provisions in favor or against any party.

9. The parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. Further, this document may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

10. This Agreement constitutes the entire agreement between the Parties. This Agreement is made without reliance upon any statement or representation of the Parties or their representatives and the terms of this Agreement are contractual and not mere recitals. This Agreement may only be amended or modified by a written instrument signed by all Parties to this Agreement.

11. This Agreement shall be governed, interpreted and enforced pursuant to the laws of the State of North Carolina.

Entered into this the _____day of July, 2025.

For the Estate:

BY: _Isaac Quintero, Administrator_____

For Madison County, NC:

By: Rod Honeycutt, County Manager

Approved by the Board of Commissioners for Madison County, NC.

This the 12 day of August, 2025.

Matthew Wechtel, Chair

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

Kay Ledford

Finance Officer
Madison County, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF MADISON

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (hereinafter "Agreement"), effective as of the date it is fully executed, is hereby entered into by and among the Coy Phillips (hereinafter "Phillips") and Madison County, North Carolina (hereinafter "Madison County") (collectively Phillips and Madison County referred to as the "Parties").

WHEREAS, Phillips is a long-time employee of Madison County, NC, most recently serving in the position of Executive Lieutenant;

WHEREAS, Phillips has submitted a claim to Madison County, NC for what he believed was unpaid overtime owed to him;

WHEREAS, Madison County denies Phillips' allegations of unpaid overtime;

WHEREAS, the Parties agreed to engage in pre-litigation mediation in an effort to resolve the claim of unpaid overtime; and

WHEREAS, a Mediated Settlement Conference with counsel was concluded on July 11, 2025 and the Parties agreed to compromise and settle all of the disputes, disagreements and controversies between them in accordance with the terms of this Agreement.

NOW THEREFORE, In consideration of the foregoing and of the mutual covenants, promises, and releases contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties contract and agree as follows:

1. In full and final satisfaction of all claims Phillips has or may have had against Madison County for unpaid overtime or for any other wages owed, Madison County shall pay to Phillips the total sum of $32,500.00 (the "Settlement Funds"). The Check shall be made payable to the Searson, Jones, Gottschalk and Cash, PLLC Trust Account and said payment shall be delivered to counsel for Phillips within fourteen (14) days of approval of this Agreement by the Madison County Board of Commissioners. Phillips acknowledges and agrees that the Settlement Funds are paid in full and final satisfaction of any and all claims Phillips may have for overtime or any other wages owed.

2. Each of the Parties shall bear his/her/its own attorneys' fees. Costs of the Mediated Settlement Conference shall be split equally between the Parties.

3. In consideration of and effective upon receipt of the Settlement Funds, and the other promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Phillips and all heirs, administrators, executors, representatives, and any and all other persons, firms or corporations in any way related thereto, hereby release and discharge, Madison County, NC, its successors, assigns, Commissioners, agents, attorneys, employees, and representatives, the Madison County, NC Sheriff's Department, current and past Sheriffs of Madison County, NC, and all agents, employees, attorneys, and representatives thereof, of and from any and all actions, damages, rights, remedies, claims, demands, judgments, causes of action, and liabilities of any kind and/or nature, known or unknown, in connection with, growing out of, arising out of or in any way related to the claim for unpaid overtime and for any other wage claims that Phillips has to date. This Release is not limited in scope, but is a general release of all matters related to any wage

against Madison County.

4. The Parties agree that Phillips is and shall be correctly classified as an exempt employee under the Fair Labor Standards Act for so long as he remains in his current position and capacity with the Madison County Sheriff's Office.

5. The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all Parties. The Parties further agree that they will not use or attempt to use this Agreement as an admission of wrongdoing or liability or in any similar fashion in any litigation or other proceeding anytime, anywhere.

6. Notwithstanding any other provision herein, the Court may enter and enforce an Order or Judgment based upon the terms and provisions of this Agreement, if such action becomes necessary.

7. It is expressly understood by all Parties that the terms of this Agreement are conditional upon express approval by the Board of Commissioners for Madison County. Madison County has agreed to seek such approval no later than the next regularly scheduled Commissioner's meeting on August 12, 2025. If approval of the Board of Commissioner is not obtained on August 12, 2025 or the next regularly scheduled meeting, this Agreement shall be considered VOID and shall have no further force or effect.

8. This Agreement has been negotiated and drafted by all Parties and their representatives. The Parties to this Agreement represent and warrant that they have read and understand this Agreement and have consulted their respective counsel concerning its legal effect. It is further represented, declared and agreed by the undersigned that the terms of this Agreement are fully understood and that the judgment of the undersigned is relied upon wholly in so doing and that the above referenced consideration is voluntarily accepted by the undersigned for the purpose of making a full and final compromise. No rule of construction shall apply to this Agreement construing its provisions in favor or against any party.

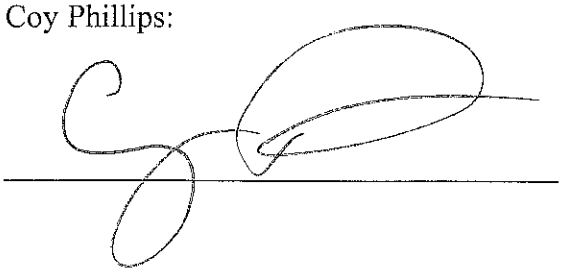
9. The parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. Further, this document may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

10. This Agreement constitutes the entire agreement between the Parties. This Agreement is made without reliance upon any statement or representation of the Parties or their representatives and the terms of this Agreement are contractual and not mere recitals. This Agreement may only be amended or modified by a written instrument signed by all Parties to this Agreement.

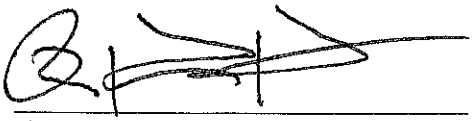
11. This Agreement shall be governed, interpreted and enforced pursuant to the laws of the State of North Carolina.

Entered into this the _____day of July, 2025.

Coy Phillips:



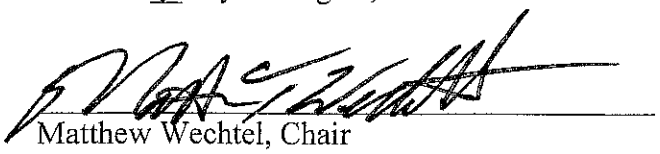
For Madison County, NC:



By: Rod Honeycutt, County Manager

Approved by the Board of Commissioners for Madison County, NC.

This the 12 day of August, 2025.



Matthew Wechtel, Chair

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



Finance Officer
Madison County, North Carolina

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Transit Agency or Organization*) Madison County Transportation Authority is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	Description
*	☑	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	☑	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	☐	Advertise purchase and contract opportunities on local TV Community Cable Network:
*	☑	Request purchase/contract price quotes/bids from DBEs;
	☐	Monitor newspapers for new businesses that are DBE eligible
*	☑	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	☑	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	☑	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://www.ebs.nc.gov/VendorDirectory/default.html
	☐	Describe other efforts:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at https://www.ebs.nc.gov/VendorDirectory/default.html

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Matt Wechtel
Printed Name of Authorized Official

Chairman of the Madison County Board of Cc
Title of Authorized Official

Signature of Authorized Official

8-12-25
Date

FY 27 DELEGATION OF AUTHORITY

Date: _____

I Matt Wechtel (Printed Name of Authorized Official)
Chairman of the Madison County Board of Commissioners (Title of Authorized Official)
of Madison County (Authorized Official's Agency)
as the designated party for Madison County Transportation Authority
(Grant Recipient/Application Agency) with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: Rod Honeycutt, County Manager
Madison County

Reimbursement Requests:	☑ YES
Budget Revisions:	☑ YES
Budget Amendments:	☑ YES
Period of Performance Extensions:	☑ YES
Other	☐ YES

Alternate Designee #1: Abigail Incze, Transit Grant Administrator
Land of Sky Regional Council

Reimbursement Requests:	☑ YES
Budget Revisions:	☑ YES
Budget Amendments:	☑ YES
Period of Performance Extensions:	☑ YES
Other	☐ YES

Alternate Designee #2: Pat Hagerman, Interim Transportation Director
Madison County Transportation Authority

Reimbursement Requests:	☑ YES
Budget Revisions:	☑ YES
Budget Amendments:	☑ YES
Period of Performance Extensions:	☑ YES
Other	☐ YES

_____
Signature of Authorized Official

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

a. Employees 100 (+) or more transit-related employees*; and
b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of $1 million in the previous Federal fiscal year; or
c. Request and receives planning assistance under Sections 8 and/or 9 in excess of $250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization:
Madison County Transportation Authority

Organization Type:
Transit Agency

TrAMS ID: _____ (if applicable)

1. How many employees do you have in your organization? _____
2. How many of those employees are *transit related? _____

*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus route would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

***If EEO requirement is not applicable check here* ☑ *, sign below, and submit, otherwise complete remaining questions.*

I declare (or certify, verify, or state) that the foregoing is true and correct.

Printed Name _____

Title Chair

Signature _____

Date 8-12-25

3. Does your agency submit an EEO Program? _____
   If yes, what is the date of your last submission? _____

4. Does your agency submit an Abbreviated EEO Program? _____
   If yes, what is the date of your last submission? _____

5. Do you contract out any of your transit services? No
   If no, skip to question 7. If yes,
   a. What is the name of agency (s)?

      _____

   b. How many transit employees does the agency have?

      _____

   c. Does the agency submit an EEO Program/Abbreviated EEO Program to you?

      _____

      If yes, what is the date of their last EEO/Abbreviated EEO submission?

      _____

6. What is the date of your last Triennial Review (If applicable)?

   _____

   a. Were there any deficiencies? _____

      If yes, in what area(s)

      _____

      _____

   b. Are any of the deficiencies still open? _____

      If yes, in what area(s)?

      _____

      _____

7. Has your agency participated in an EEO compliance review? If yes, what is the date of your last EEO compliance review? _____

   a. Were there any deficiencies? _____

If yes, in what area(s)

_____

_____

b. Are any of the deficiencies still open? _____

If yes, in what area(s)?

_____

_____

I declare (or certify, verify, or state) that the foregoing is true and correct.

Printed Name _____

Title Chair

Signature _____

Date ~~07/25/25~~ 8-12-25

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY27

Madison County Transportation Authority

abigail@landofsky.org

PERIOD COVERED

From: 07/01/2026

To: 06/30/2027

owing list of DBE/MBE/WBE/HUB Vendors in FY27:

Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure ($)
		TOTAL	$0

e DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY27.

Chairman of the Madison County Board of Commission

ized Official

Title of Authorized Official

8-12-25

Date

l Official

NTICIPATED VENDOR AWARDS

TION

TITLE VI PROGRAM REPORT
ECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects

(Complete and sign either Part A or B, whichever is applicable; and Part C)

; or Lawsuits Filed

)f my knowledge, No complaints or lawsuits alleging discrimination have been filed against
sportation Authority *(Legal Name of Transit Agency or Organization)*
, 2024 through June 30, 2025.

Chairman of the Madison County Board of Commissioners
orized Official — Title of Authorized Official

ed Official — Date

Lawsuits Filed

)f my knowledge, ~~the below described complaints or lawsuits alleging~~ None discrimination have been filed against
None *(Legal Name of Transit Agency or Organization)*
July 1, 2024 through June 30, 2025.

e/Address/Telephone mber	Date	Description	Status/Outcome

age if required.)

orized Official — Title of Authorized Official

Chair — 8-12-25
ed Official — Date

Title VI Plan: Yes Date of last plan update: 01/23/23

AM REPORT - Last Updated: 02/20/2025

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

Attachment 2.8

MADISON COUNTY TRANSPORTATION AUTHORITY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM

Federal Award Identification

Application Number:	**1000022794**
Agreement Number:	
NCDOT Project Number(s):	**26-CT-018**
Federal Awarding Agency:	**FTA**
Federal Award Identification Number(s) (FAIN) Number(s):	**NC-2025-048-00**
CFDA Number:	**20.509**
Unique Entity Identifier (UEI) Number:	**YQ96F8BJYTJ9**
YTD Total Award:	**$896,874**
Total Amount of this Award(s):	**$664,500**
Federal Funds Awarded:	**$531,600**
State Funds:	**$66,450**
Local Funds:	**$66,450**
Federal Award Date: *(date signed by authorized official of USDOT)*	**JUNE 18, 2025**
Award Period of Performance	
Start Date:	**JULY 1, 2025**
End Date:	**JUNE 30, 2026**
Budget Period	
Start Date:	**JULY 1, 2025**
End Date: *End date is date that subrecipient if authorized to expend funds awarded including any carry-over*	**JUNE 30, 2026**
Approved Indirect Cost Rate:	**N/A**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

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

THIS AGREEMENT made this the _____day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **MADISON COUNTY TRANSPORTATION AUTHORITY** acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

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

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2025 to June 30, 2026**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **Madison County Transportation Authority will use the funds to purchase the following capital items: (6) replacement raised roof vans with lifts and (6) vehicle lettering and logos.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **SIX HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($664,500)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A.*** The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital I WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.70.27.3	$664,500	$531,600	$66,450	$66,450
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$664,500	$531,600	$66,450	$66,450

6. Project Expenditures, Payments, and Reimbursement

a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

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

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

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

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

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

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

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

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

14. Real Property, Equipment, and Supplies.

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

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

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

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

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipi'nt's continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

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

15. Insurance

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

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

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

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

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

20. Severability

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

21. Incorporated Terms and Conditions

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

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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

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

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

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

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

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

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

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

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

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

1) It will not use any violating facilities;

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

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

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

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

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

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

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

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

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

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

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

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

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

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

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

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

23. Contract Administrators.

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

For the Department:

Name:	Myra Freeman
Title:	Financial Manager
Agency:	NCDOT/PTD
Email:	Msfreeman1@ncdot.gov

MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: _____

Title: _____

Agency: _____

Address: _____

Email: _____

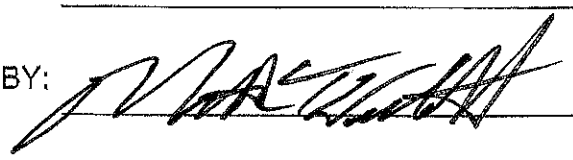
Phone: _____

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

MADISON COUNTY
TRANSPORTATION AUTHORITY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER:

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2026**

BY: 

TITLE: **COUNTY MANAGER**

ATTEST:

TITLE:

DEPARTMENT OF TRANSPORTATION

BY:

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

Attachment 1

Certification Regarding Lobbying

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

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

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

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient's Authorized Representative: 

Title: Chair

Date: 8-12-25

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 26-CT-018
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2025

PROJECT SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
PROJECT DESCRIPTION: FY2026 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 CAPITAL I - BUS: ROLLING STOCK	36233.70.27.3	$664,500
PERIOD OF PERFORMANCE JULY 01, 2025 - JUNE 30, 2026		

II. TOTAL PROJECT FUNDING

	TOTAL	FEDERAL	STATE	LOCAL
CAPITAL I - ROLLING STOCK 36233.70.27.3	100%	80%	10%	10%
AGREEMENT #	$664,500	$531,600	$66,450	$66,450
TOTAL BUDGET	**$664,500**	**$531,600**	**$66,450**	**$66,450**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
WBS ELEMENT: 36233.70.27.3

DEPARTMENT 4523 - CAPITAL I - ROLLING ROCK

TITLE	DESCRIPTION	APPROVED BUDGET
G548	Lift- Eqiup Conver Van Rpl	$660,000
G591	Veh Lettering/Logos	$4,500
	TOTAL CAPITAL I BUDGET	**$664,500**
	TOTAL CAPITAL BUDGET	**$664,500**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

MADISON COUNTY TRANSPORTATION AUTHORITY

Attachment 2.9

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM

Federal Award Identification

Application Number:	**1000022542**
Agreement Number:	
NCDOT Project Number(s):	**26-CT-018**
Federal Awarding Agency:	**FTA**
Federal Award Identification Number(s) (FAIN) Number(s):	**NC-2025-048-00**
CFDA Number:	**20.509**
Unique Entity Identifier (UEI) Number:	**YQ96F8BJYTJ9**
Total YTD Awards:	**$896,874**
Total Amount of this Award(s):	**$141,300**
Federal Funds Awarded:	**$113,040**
State Funds:	**$7,065**
Local Funds:	**$21,195**
Federal Award Date: *(date signed by authorized official of USDOT)*	**JUNE 18, 2025**
Award Period of Performance	
Start Date:	**JULY 1, 2025**
End Date:	**JUNE 30, 2026**
Budget Period	
Start Date:	**JULY 1, 2025**
End Date: *End date is date that subrecipient if authorized to expend funds awarded including any carry-over*	**JUNE 30, 2026**
Approved Indirect Cost Rate:	**N/A**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

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

THIS AGREEMENT made this the _____day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **MADISON COUNTY TRANSPORTATION AUTHORITY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

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

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2025 to June 30, 2026**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **Madison County Transportation Authority will use funds for administrative costs related to rural community transportation services.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE HUNDRED FORTY-ONE THOUSAND THREE HUNDRED DOLLARS ($141,300)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.70.27.1	$141,300	$113,040	$7,065	$21,195
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$141,300	$113,040	$7,065	$21,195

6. Project Expenditures, Payments, and Reimbursement

a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that

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

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and

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

l. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

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

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

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

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

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

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

14. Real Property, Equipment, and Supplies.

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

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

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

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

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipi'nt's continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

:

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

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

15. Insurance

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

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

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

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina.

20. Severability

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

21. Incorporated Terms and Conditions

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

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

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

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

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

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

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

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

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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

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

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

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

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

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

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

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

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

1) It will not use any violating facilities;

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

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

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

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

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

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

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

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

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

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

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

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

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

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

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

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

23. Contract Administrators.

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

For the Department:

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

For the Subrecipient:

Name: _____

Title: _____

Agency: _____

Address: _____

Email: _____

Phone: _____

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

MADISON COUNTY TRANSPORTATION AUTHORITY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER:

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2026**

BY:

TITLE: **COUNTY MANAGER**

ATTEST:

TITLE:

DEPARTMENT OF TRANSPORTATION

BY:

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

Attachment 1
Certification Regarding Lobbying

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

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

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

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient's Authorized Representative: _____

Title: Chair

Date: 8-12-25

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 26-CT-018
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2025

PROJECT SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
PROJECT DESCRIPTION: FY2026 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4521 ADMINISTRATIVE- 36233.70.27.1 $141,300
PERIOD OF PERFORMANCE JULY 1, 2025 - JUNE 30, 2026

II. TOTAL PROJECT FUNDING

	TOTAL	FEDERAL	STATE	LOCAL
ADMINISTRATIVE- 36233.70.27.1	100%	80%	5%	15%
AGREEMENT #	$141,300	$113,040	$7,065	$21,195
TOTAL BUDGET	$141,300	$113,040	$7,065	$21,195

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 26-CT-018
SPONSER MADISON COUNTY TRANSPORTATION AUTHORITY
WBS: 36233.70.27.1

DEPARTMI FY2026 COMMUNITY TRANSPORTATION PROGRAM

OBJECT	TITLE	APPROVED BUDGET
G121	Salaries and Wages-Full Time	$85,949
G181	Social Sec. Contrib	$6,575
G182	Retirement Contrib.	$11,173
G183	Hosp. Ins. Contrib.	$14,108
G185	Unemp. Comp. Contrib	$860
G186	Workers Comp Contrib.	$86
G189	Other Frng benefits	$65
G212	Uniforms	$5,000
G311	Travel	$1,500
G312	Travel Subsis.	$1,500
G331	Electricity	$3,951
G371	Mrktng. Paid Adv	$2,826
G372	Promotional Items	$707
G452	Insurance-Vehicles	$7,000
	TOTAL ADMINISTRATION	**$141,300**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 26-CT-018
SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY

SQ NO	POSITION	NO	%	FTE RATE	BUDGET AMOUNT
	DEPT. 4521 OBJECT CODE 121				
01	DIRECTOR	01	100%	$ 62,192	$ 62,192
02	FISCAL OFFICER	01	50%	$ 47,514	$ 23,757
	TOTAL - OBJECT CODE 121				**$ 85,949**
	TOTAL DEPT. 4521 SALARIES AND WAGES				**$ 85,949**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

MADISON COUNTY TRANSPORTATION AUTHORITY

Attachment 2.10

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES GRANT PROGRAM

Federal Award Identification

Application Number:	**1000024021**
Agreement Number:	
NCDOT Project Number(s):	**26-ED-018**
Federal Awarding Agency:	**FTA**
Federal Award Identification Number(s) (FAIN) Number(s):	**NC-2025-041-00**
CFDA Number:	**20.513**
Unique Entity Identifier (UEI) Number:	**YQ96F8BJYTJ9**
Total YTD Awards:	**$896,874**
Total Amount of this Award(s):	**$65,585**
Federal Funds Awarded:	**$32,792**
State Funds:	**$0**
Local Funds:	**$32,793**
Federal Award Date: *(date signed by authorized official of USDOT)*	**JUNE 18, 2025**
Award Period of Performance	
Start Date:	**JULY 1, 2025**
End Date:	**JUNE 30, 2026**
Budget Period	
Start Date:	**JULY 1, 2025**
End Date: *End date is date that subrecipient if authorized to expend funds awarded including any carry-over*	**JUNE 30, 2026**
Approved Indirect Cost Rate:	**N/A**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

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

THIS AGREEMENT made this the _____day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **MADISON COUNTY TRANSPORTATION AUTHORITY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

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

2. Availability of Funds

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

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2025 to June 30, 2026.** Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **Madison County Transportation Authority will use the funding for operating costs related to the enhanced mobility of seniors and individuals with disabilities.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

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

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **SIXTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS ($65,585)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (50%)	Operating State (0%)	Operating Local (50%)
51001.104.5.2	$65,585	$32,792	$0	$32,793
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$65,585	$32,792	$0	$32,793

6. Project Expenditures, Payments, and Reimbursement

a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

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

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

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

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

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

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

10. Conflicts of Interest Policy

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

Prohibition on Bonus or Commission Payments

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

11. Tax Compliance Certification

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

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

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

14. Real Property, Equipment, and Supplies.

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

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

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.

d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

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

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

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

15. Insurance

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

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.

b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

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

18. Civil Rights and Equal Opportunity

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

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina.

20. Severability

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

21. Incorporated Terms and Conditions

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

☒ **Federal Terms and Conditions, Attached**

22. Federal Terms and Conditions

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

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

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

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

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

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

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

Access to Records and Reports.

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

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

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

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

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

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

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

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

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

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

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

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

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

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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

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

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

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

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

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

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

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

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

1) It will not use any violating facilities;

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

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

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

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

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

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

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

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

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, "Charter Service," 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

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

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

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

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

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

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

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

23. Contract Administrators.

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

For the Department:

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

For the Subrecipient:

Name: _____

Title: _____

Agency: _____

Address: _____

Email: _____

Phone: _____

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

MADISON COUNTY TRANSPORTATION AUTHORITY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER:

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2026**

BY:

TITLE: **COUNTY MANAGER**

ATTEST:

TITLE:

DEPARTMENT OF TRANSPORTATION

BY:

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

Attachment 1
Certification Regarding Lobbying

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

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

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

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient's Authorized Representative: 

Title: Chair

Date: 8-12-25

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 26-ED-018
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2025

PROJECT SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
PROJECT DESCRIPTION: FY2026 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5312 OPERATING - 51001.104.5.2 $65,585
PERIOD OF PERFORMANCE JULY 01, 2025 - JUNE 30, 2026

II. TOTAL PROJECT FUNDING

	TOTAL	FEDERAL	STATE	LOCAL
OPERATING - 51001.104.5.2	100%	50%	0%	50%
AGREEMENT #	$65,585	$32,792	$0	$32,793
TOTAL BUDGET	**$65,585**	**$32,792**	**$0**	**$32,793**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 26-ED-018
SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
WBS: 51001.104.5.2

DEPARTMENT 5312 OPERATING

OBJECT	TITLE	APPROVED BUDGET
G313	Trans Clients/Oth.	$ 65,585
	TOTAL OPERATING BUDGET	**$ 65,585**

Madison County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $96,465 Local Match: $ $21,689 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non - DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	JCPC Admin	$800						$800	
2	EMYS Madison Team Success - Madison County Schools	$42,995	$8,599		$2,556			$54,150	21%
3	Juvenile Mediation - Mediation and Restorative Justice Center	$3,500	$700					$4,200	17%
4	Kids at Work - Aspire Youth and Family, Inc.	$10,000	$2,000					$12,000	17%
5	Project Challenge - Project Challenge North Carolina Inc.	$31,170	$6,234					$37,404	17%
6	Sentencing Circles - Mediation and Restorative Justice Center	$8,000	$1,600					$9,600	17%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$96,465	$19,133		$2,556			$116,154	18%

The above plan was derived through a planning process by the Madison County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025-2026.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☑ initial plan ☐ update ☐ final

—DPS Use Only—

Reviewed by _____ Area Consultant _____ Date

Reviewed by _____ Program Assistant _____ Date

Verified by _____ Designated State Office Staff _____ Date

Tammy Pack 5-9-2025
Chairperson, Juvenile Crime Prevention Council (Date)

Kay Ledford 5-9-2025
Chairperson, Board of County Commissioners or County Finance Officer (Date)

Madison County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $96,465 Local Match: $ $22,639 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	JCPC Admin	$800						$800	
2	EMYS Madison Team Success - Madison County Schools	$42,995	$8,599		$2,556			$54,150	21%
3	Juvenile Mediation - Mediation and Restorative Justice Center	$3,500	$700					$4,200	17%
4	Kids at Work - Aspire Youth and Family, Inc.	$10,000	$2,000	$950				$12,950	23%
5	Project Challenge - Project Challenge North Carolina Inc.	$31,170	$6,234					$37,404	17%
6	Sentencing Circles - Mediation and Restorative Justice Center	$8,000	$1,600					$9,600	17%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$96,465	$19,133	$950	$2,556			$119,104	19%

The above plan was derived through a planning process by the Madison County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025-2026

Amount of Unallocated Funds: _____

Amount of funds awarded back to DPS: _____

Discretionary Funds added: _____

check type: ☑ Initial plan ☐ update ☐ final

----DPS Use Only----

Reviewed by: _____ Date: _____

Reviewed by: _____ Date: 5-27-25

Assigned by: _____ Date: _____

Tammy Peek 5-27-2025
Chairperson, Juvenile Crime Prevention Council (Date)

Kay Ledford 5/27/25
Chairperson, Board of County Commissioners or County Finance Officer (Date)

Juvenile Crime Prevention Council Certification

Attachment 2.12

Fiscal Year: 2025-2026

County: **Madison**	Date: **05-12-2025**
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. **(Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)**	
1-Year Funding: FY 2025-2026	2-Year Funding: FY and FY

CERTIFICATION STANDARDS

STANDARD #1 - Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes

B. Is the membership list attached? Yes

C. Are members appointed for two-year terms and are those terms staggered? Yes

D. Is membership reflective of social-economic and racial diversity of the community? Yes

E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

Defense Attorney and Faith represenative due to scheduling conflicts.

STANDARD #2 - Organization

A. Does the JCPC have written Bylaws? Yes

B. Bylaws are ☐ attached or ☒ on file (Select one.)

C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes

D. Does the JCPC have written policies and procedures for funding and review? Yes

E. These policies and procedures ☐ attached or ☒ on file. (Select one.)

F. Does the JCPC have officers and are they elected annually? Yes

JCPC has: ☒ Chair; ☒ Vice-Chair; ☒ Secretary; ☒ Treasurer.

STANDARD #3 - Meetings

A. JCPC meetings are considered open and public notice of meetings is provided. Yes

B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes

C. Does the JCPC meet six (6) times a year at a minimum? Yes

D. Are minutes taken at all official meetings? Yes

E. Are minutes distributed prior to or during subsequent meetings? Yes

STANDARD #4 - Planning

A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes

B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? Yes

C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

STANDARD #5 - Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (☒ RFP, distribution list, and article attached) Yes

B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

STANDARD #6 – No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

We continually seek to fill Council vacancies.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to $15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30th annually.**

JCPC Administrative Funds
SOURCES OF REVENUE

DPS JCPC (Only list requested funds for JCPC Administrative Budget.)	$800.00
Local	
Other	
Total	$800.00

Tom Pool — 6-30-2025
JCPC Chairperson — Date

Chairman, Board of County Commissioners or Designee — 8-12-25 Date

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Madison County Public Service Complex Marshall, NC	Contract For: Design and Preconstruction Services Date: 07-25-2024	Change Order Number: 001 Date: 07-28-2025
OWNER: *(Name and address)* Madison County Government 107 Elizabeth Lane Marshall, NC 28753	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)* James R. Vannoy & Sons Construction Company, Inc. P.O. Box 635 Jefferson, NC 28640

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Phase 2 Design & Preconstruction Services
See attached Exhibit D - Phase 2 Design Developement & Construction Documents & Construction Administration, 4 pages

The original Contract Sum was	$ 1,677,700.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 1,677,700.00
The Contract Sum will be increased by this Change Order in the amount of	$ 5,527,969.00
The new Contract Sum including this Change Order will be	$ 7,205,669.00

The Contract Time will be unchanged by ( ) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
	BY: Brian K. Walker, Vice President	BY: Rod Honeycutt, County Manager
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	August 4, 2025 *Date*	July 31, 2025 *Date*

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User Notes: (68864a3ddc2a2dacb33ab9b2)

EXHIBIT D

Madison County Public Service Complex

Phase 2 Design Development & Construction Documents & Construction Administration

August 1st 2025

PROJECT UNDERSTANDING

The description of the project is a Public Service Complex for Madison County to replace many existing structures across Madison County, including the 1907 historical courthouse in downtown Marschall, NC. The complex includes a Public Safety Judicial Center, Veterans Memorial, maintenance facility, and a community parks and recreation complex.

The current county courthouse is a historical three-story building built in 1907. Due to the growth in the programs and functions within the courthouse and the County, a new facility is necessary. A space needs study of the current facility revealed the need for incorporation of space for courtrooms (s), judge's chambers, offices of the District Attorney, and offices for the Clerk of Court, integrating room for other functions in accordance with the court's operations. In addition, the complex requirement includes offices for necessary County personnel and departments, along with associated parking lots.

The primary site for study is on a 60-acre county-owned site between Tillery Branch Road and Medical Park Drive, and 16-acres south of the fairgrounds.

The Total SD Construction Budget =	$72,682,252	(from 11/27/24 Estimate)
Design & Estimate Contingency =	$ 3,634,113	
Escalation Contingency =	$ 5,814,580	
TOTAL CONSTRUCTION BUDGET =	$82,130,945	
Phase 1 Design & Precon Services =	$ 1,677,700	(Current Contract Amount)
Phase 2 Design & Precon Services =	$ 5,527,969	
Recommended Allowances:		
Third Party Testing	$ 545,117	
Owner FFE Budget	$ 4,360,935	
Owner Contingency	$ 1,453,645	
TOTAL PROJECT BUDGET =	**$95,696,311**	

Phase 2 AE Basic Services – Design Development / Construction Documents / Construction Administration

Design Development (Basic Services) During this phase, appropriate building systems will be explored, reviewed, and approved by the owner. These systems will then be integrated into the building design. Design Development documents consisting of the integrated building system shall include:

- Civil Engineering and Geotechnical
- Architectural Building Design
- Building Finishes Selections
- Structural Engineering
- Plumbing Engineering
- Fire Protection Design Criteria
- Mechanical Engineering
- Electrical, Fire Alarm, & Communications Engineering (IT)
- Outline Specifications
- Judicial Specialist
- Land Planning & Landscape Architectural Services
- Building Security, Audio Visual Design, Site Security and Engineering.
- Acoustic Engineering
- Stream Wetland verification
- Additional Geotechnical Investigation
- Early Design Package for Sitework.

Construction Documents (Basic Services) Construction Documents is based on the approved Design Development documents. The following documents will establish in detail the quality levels of materials and systems required for the project:

- Civil Engineering and Geotechnical
- Architectural Building Design
- Structural Engineering
- Fire Protection Design Criteria
- Plumbing Engineering
- Mechanical Engineering
- Electrical, Fire Alarm & Communications Engineering (IT)
- Judicial Specialist
- Land Planning & Landscape Architectural Services
- Building Security, Audio Visual Design, Site Security and Engineering.
- Acoustic Engineering
- All related specifications

Preconstruction Services – Vannoy:

1. Vannoy will continue to provide a single point of contact and coordination for all design and preconstruction services.
2. Vannoy will participate in design meetings with the design- build consultants and Madison County stakeholders.
3. Review feasibility of building systems and site design and provide written comments.
4. Review Architectural and Engineering space/ system plans and provide written comments.
5. Perform detailed cost estimates.
6. Provide a written constructability report.
7. Provide a written Value Analysis study.
8. Engage major trade contractors.
9. Provide a detailed schedule for balance of design and construction activities.
10. Provide multiple GMPs to procure the work (up to 3).

Construction Administration (Basic Services) Construction Administration includes all tasks and responsibilities specified in 2019 AIA Document B101, Article 3.6. Construction Administration Services (60) Sixty days past "Certificate of Occupancy".

COMPENSATION

Vannoy Construction agrees to provide professional design and preconstruction services for Phase 2 Design Development, Construction Documents through GMP estimates for a lump sum fee of **$5,527,969.**

PRELIMINARY DESIGN & PRECON SCHEDULE

- Change order Execution or Notice to Proceed. (expected Early August 2025)
- Program Confirmation/Schematic Design Completion: (2.5 Months after change order.)
- Madison County Approval of Schematic Design: 2 weeks
- Design Development Site and Retaining Wall Package: One Month
- Budget Update: 6 weeks
- Design Development Building: Four Months
- Construction Documents Early Site Package: Four Months
- DD Budget & GMP 1 (Site and Retaining Walls): 2 Months
- Madison County Approval of GMP 1: 2 weeks
- Construction Documents Building: Six Months
- 100% CD GMP 2 (Remaining Packages Final Pricing): 2 months
- Madison County Approval of GMP 2: 2 weeks

ADDITIONAL SERVICES

Potential additional services not included in this proposal include, but are not limited to the following:

- Temporary facilities and utilities
- Demolition of the existing buildings
- Detailed Survey or Topographical mapping beyond pre-design investigations.
- Special Inspections, permitting and review fees.
- Special Engineering Commissioning Consultants for example Specialty envelope consultants
- Construction Administration – to be added during construction.
- Interior Design (FF&E) Fixtures, Furniture and Loose Equipment Selection.
- Special Consultants outside of the basic services consultants listed in this outline.
- Outsourced Professional or highly rendered images, models, or mockups.
- Full Building Conditions Assessment/s.
- Specialty signage and wayfinding beyond code required signage.
- LEED or other green building certification.
- Coordination with additional owner third-party consultants.
- All 3rd Party Testing Construction Materials and Compaction Testing.
- Erosion Control Inspections per state.
- Decorative lighting design including all lighting point by point calculations.
- Third party building commissioning services conforming to the NC Energy Conservation Code.
- Daylighting simulation modeling.
- Building pressure testing.
- Zero Energy Design and associated PV Design.
- Post occupancy building monitoring and tracking.
- Basic Services excludes any requirements for compliance with third party accreditation or certification.
- Change in scope of services after contract has been signed by both parties.
- Additional design services not specified in scope (construction documents, graphic design beyond elements stated, structural.
- Design changes due to errors in the base survey information.
- Significant design changes or value engineering due to reduced project funding.
- Should the scope of the project change dramatically at the commencement of Design Development or later, additional fees will be required to revisit the Schematic Design phase of work before proceeding into Design Development.
- Significant design modifications requested after the Final Master Site Plan phase is complete.
- Prior to the expiration of one year from the date of Substantial Completion, meetings with the Owner to review the facility operations and performance.

ADDENDUM TO CONTRACT

For mutual consideration the sufficiency of which is acknowledged by both parties, the undersigned parties to the contract dated July 25, 2024 (the contract for the construction of the Madison County Public Service Complex in Marshall, North Carolina), hereby incorporate the following terms into said contract, leaving the remaining terms of the contract unaffected:

CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE

1. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. FEMA requires inclusion of the following contract provisions for procurement, including under exigent or emergency circumstances. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Termination for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under the contract, the County shall have the right to exercise its legal and equitable remedies, including without limitation, the right to seek specific performance of all or any part of the Contractor terminate the Contract. If the County chooses to terminate the contract, the County will give written notice to the Contractor specifying the effective date of the termination. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination, any or all finished or unfinished deliverable items under the contract prepared by the Contractor shall, at the option of the Unit become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Contractor shall not be relieved of liability to the Unit for damages sustained by the Unit by virtue of any breach of the contract, and the Unit may withhold any payment due to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Unit from such breach can be determined. The Unit reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from the Contractor without expense to the Unit. In the event of breach of the contract by the Contractor, the Unit may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under the contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Unit may immediately cease doing business with the Contractor, immediately terminate the contract for cause.

3. Termination for Convenience. The County may terminate this contract at its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving the Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the County to third parties. In the event of termination for convenience, the Contractor shall perform any services or work that the County designates to be completed prior to the date of termination. The Contractor will be paid for work completed pursuant to the contract prior to contract termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the contract.

4. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract as defined in 41 C.F.R. § 60-1.3, during the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County so participating is a state or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Contract Work Hours and Safety Standards Act.

a. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. **Withholding for unpaid wages and liquidated damages.** The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

e. **Payroll and Records.** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

f. **Exceptions.** Pursuant to 40 U.S.C. 3701(b)(3)(A), none of the requirements of this Section 4 shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than $100,000.

6. Contractor and Subcontractor Compliance with the Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Contractor and Subcontractor Compliance with the Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment.

a. Certification. If this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, the Contractor certifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) of the Contractor and the Contractor's principals are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

b. Lower-Tier Transactions. The Contractor must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

c. Violation. This certification is a material representation of fact relied upon the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension or debarment.

9. Byrd Anti-Lobbying Amendment

a. **No Lobbying with Federally Appropriated Funds.** The Contractor certifies to the County, and Contractor shall cause each tier below it to certify to the tier directly above such tier, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This certification is a material representation of fact upon which the County has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

b. **Certification of No Lobbying with Federally Appropriated Funds.** Contractors that bid or apply for a contract exceeding $100,000 (including this Contract, if applicable) must file with County the certification in Attachment 1 to this Addendum, which is incorporated by reference. The Contractor also shall cause any subcontractor

with a subcontract at any tier exceeding $100,000 to file with the tier above it the certification in Attachment 1 to this Addendum, which is incorporated by reference.

c. **Disclosure of Lobbying Activities with Non-Federal Funds.** Contractors that bid or apply for a contract exceeding $100,000 shall disclose, and shall cause each tier below it to disclose, using Disclosure of Lobbying Activities (Standard Form-LLL) any lobbying with non-federal funds that takes place in connection with obtaining any federal award. This disclosure of lobbying activities is a material representation of fact upon which the County has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

10. **Procurement of Materials.** For contracts of $10,000 or more, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962, and shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

b. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any

equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

This clause does not prohibit contractors from providing (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

d. Reporting requirements

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. **Domestic Preference for Procurements**. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United State, and "manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. **Access to Records**. The Contractor agrees to provide the County, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

15. **No Obligation by Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the County, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor agrees to include the preceding sentence in each subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to the Contractor's actions pertaining to this contract.

17. **Socioeconomic Considerations.** If subcontracts are to be let, the Contractor should consider small and minority businesses, women's business enterprises, labor surplus area firms, and veteran-owned businesses are used when possible. Consideration is defined by 2 C.F.R. § 200.321(b)(1)-(5).

18. **License and Delivery of Works Subject to Copyright and Data Rights.** If this contract involves intangible property pursuant to 2 C.F.R. 200.315, the Contractor grants to the County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

19. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

20. **Buy Clean.** The County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the County encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

21. **Other Non-Discrimination Statutes.** The County is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the County agrees to not using any federal assistance awarded by FEMA to support procurements using exclusionary or discriminatory specifications.

Upon entering into a contract with the County, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

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

b. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

c. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

22. Changes to Federal Requirements. The Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to

identify the subcontractor who will be subject to its provisions.

23. Modifications or Changes to the Contract. Contractor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant. All contract changes or modifications must be mutually agreed to in writing.

11.1.7 Removal of Cost-plus language in base contract in section 2.1.3.2.

a. Section 2.1.3.2 of the base contract has been amended to remove all language related to "cost plus a fee".
b. This will be revised to note that the Design Builders travel, milage and reprographics during the design phase will be set as a "Lump Sum" of $37,500.

11.1.8 Non-Applicability of Davis Bacon Act. The parties acknowledge and agree that this Project is not subject to the wage requirements and reporting obligations of the Davis-Bacon Act of 1931. Contractor shall not be required to comply with, nor submit documentation or reporting associated with, any provisions, requirements, or regulations under the Davis-Bacon Act, including certified payroll submissions and prevailing wage reporting.

OWNER	**CONTRACTOR**
Madison County Government	James R. Vannoy & Sons Construction Company, Inc.
By: _____ (Signature)	By: _____ (Signature)
Rod Hombuckle, County Manager (Printed Name & Title)	Brian K. Walker, Vice President (Printed Name & Title)
Date signed: July 31, 2025	Date signed: July 22nd, 2025.

Docusign Envelope ID: 212B01AE-B53A-45DD-B8FB-E29D2ACB58DB

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into as of August 13, 2025 (the "Effective Date") by and among City of Brevard, North Carolina, Buncombe County, North Carolina, City of Asheville, North Carolina, and Madison County, North Carolina (together, "Named Plaintiffs") and ANC Healthcare, Inc. f/k/a Mission Health System, Inc. and Mission Hospital, Inc. (together, "ANC") (ANC together with the Named Plaintiffs, collectively the "Parties" and each a "Party").

WHEREAS, Named Plaintiffs filed complaints against ANC, as well as against HCA Healthcare, Inc., HCA Management Services, LP, HCA, Inc., MH Master Holdings, LLLP, MH Hospital Manager, LLC, and MH Mission Hospital, LLLP (collectively "HCA"), that have been consolidated and that assert two counts of antitrust claims, in an action titled *In re Mission Health Antitrust Litigation*, Civil Action No. 1:22-cv-00114, in the United States District Court for the Western District of North Carolina (the "Action");

WHEREAS, ANC filed an answer denying all of Named Plaintiffs' antitrust claims in the Action and vigorously denies the allegations that it engaged in any wrongdoing or conduct that violated the antitrust laws;

WHEREAS, without any admission of liability whatsoever, the Parties desire to avoid the further expense, inconvenience, and distraction of litigating the Action and desire to fully and finally settle any claims the Named Plaintiffs have or may have against ANC in the Action and thereby discharge and terminate all remaining claims, controversies and causes of action in the Action against ANC, including any claims for damages, injunctive relief, or attorneys' fees and costs that have been or may be asserted in the Action, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are incorporated herein as a substantive part of this Agreement.

2. Settlement Consideration. In addition to the mutual promises and agreements set forth herein, in consideration for the Parties to fully and finally settle the Action and any and all claims and disputes related to the Action, the Parties agree as follows:

2.1 Within five (5) days of the Effective Date, ANC shall pay into a separate escrow account an amount totaling two million dollars ($2,000,000 USD).

2.2 On the date the stipulation of dismissal is filed in accordance with Section 3, ANC shall pay to Named Plaintiffs an amount totaling one million dollars ($1,000,000 USD) from the escrow account identified in §2.1. Payment shall be made via wire transfer to Counsel for the Named Plaintiffs using instructions to be provided in advance of the transfer date.

2.3 On January 1, 2026, ANC shall pay to Named Plaintiffs an amount totaling five hundred thousand dollars ($500,000 USD) from the escrow account identified in §2.1. Payment

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shall be made via wire transfer to Counsel for the Named Plaintiffs using instructions to be provided in advance of the transfer date.

2.4 If within two hundred forty-two (242) days from the date the stipulation of dismissal is filed in accordance with Section 3 (i.e., by April 19, 2026), no new action arising out of the facts, occurrences, or other matters alleged in the Action, alleging the same or similar conduct as that alleged in the Action, has been filed against ANC by a person or entity that is or could be a member of the putative class asserted in the Action ("Putative Class Member")[1] (a "Related Action"), then within seven (7) days, ANC shall pay over to Named Plaintiffs an amount totaling five hundred thousand dollars ($500,000 USD) from the escrow account identified in §2.1. Payment shall be made in accordance with the procedure set forth in Section 2.2 using instructions to be provided in advance of the transfer date.

2.5 If within two hundred forty-two (242) days from the date the stipulation of dismissal is filed in accordance with Section 3 (i.e., by April 19, 2026), a Related Action has been filed against ANC, then the five hundred thousand dollars ($500,000 USD) remaining in the escrow account identified in §2.1 shall not be paid over to Named Plaintiffs and instead shall be released to ANC, and ANC shall have no further monetary obligation to Named Plaintiffs under this Agreement.

2.6 The Parties shall be solely responsible for paying their respective costs, expenses, or fees for their respective attorneys, experts, consultants, advisors, agents, or representatives incurred in the Action.

3. Dismissal of the Action. Within seven (7) days of the Effective Date, Named Plaintiffs shall cause to be filed in the Western District of North Carolina a stipulation of dismissal with prejudice (in the form of Attachment A hereto), dismissing all claims brought by Named Plaintiffs against ANC in the Action and with each side to bear its own fees and costs.

4. Release of Claims. In consideration of the payments set forth in Section 2 and except for the continuing rights, obligations, entitlements, and agreements set forth in this Agreement, the Parties agree to a complete release and discharge of all claims related to the Action, as described below:

4.1 Each Named Plaintiff for itself and for its parents, subsidiaries, affiliated entities, related entities, predecessors in interest, officers, directors, employees, members, partners, successors, insurers, sureties, assigns, agents, and attorneys (collectively the "Named Plaintiff Parties"), do hereby completely discharge and release, absolutely and forever, ANC and each of ANC's parents, subsidiaries, affiliated entities, related entities, predecessors in interest, officers,

[1] As set forth in Paragraph 192 of the Consolidated Class Action Complaint filed in the Action (ECF No. 43), a Putative Class Member includes any insurer or health plan that paid for General Acute Care Services and/or Outpatient Services in the Asheville Region and/or the Outlying Region directly from ANC or HCA at any time during the period June 3, 2018 up to the time the alleged ongoing anticompetitive conduct has ceased, as those terms are defined in the Consolidated Class Action Complaint. A Putative Class Member does not include any federal governmental entity.

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directors, employees, members, partners, successors, insurers, sureties, assigns, agents, and attorneys (the "ANC Parties") from any and all actions, causes of action, rights, suits, claims, judgments, demands, offsets, recoupments, counterclaims, cross-claims, liens, covenants, controversies, agreements, promises, damages, liabilities, obligations, costs, expenses, attorneys' fees, and any other claims of any nature whatsoever, whether at law, in equity, or otherwise, whether known or unknown, whether asserted or unasserted, and whether presently ascertainable or not, that the Named Plaintiff Parties ever had, could have had, or now have against the ANC Parties on account of or arising out of the factual predicates of the Action, including without limitation any claims which arise under any United States federal or state antitrust, unfair restraint of trade, unfair competition, or unfair practices law.

4.2 Named Plaintiffs and ANC specifically acknowledge and agree that this Agreement is not intended to, and does not, release or otherwise affect in any way any rights or claims Named Plaintiffs have or claim to have against HCA or any person or entity other than the ANC Parties.

5. No Admission of Liability. Nothing contained in this Agreement, nor the fact of settlement of the claims in the Action, constitutes an admission of liability or wrongdoing or other evidence of any violation of any statute or law by any of the Parties, and ANC expressly denies any and all liability for any claims asserted against it.

6. Representations and Warranties.

6.1 Each Party hereby represents and warrants to the other Parties that (a) it has all the requisite power and capacity to execute, deliver, and perform this Agreement and any related agreements, documents, or consents; (b) this Agreement and any related agreements, documents or consents have been duly authorized, executed and delivered; (c) this Agreement and any related agreements, documents and consents constitute legal, valid, and binding obligations, enforceable against each Party in accordance with their terms; (d) it is represented by competent counsel with respect to this Agreement and all matters covered by it and it has been fully advised by said counsel with respect to (i) his, her or its rights and obligations, and (ii) the execution and delivery of this Agreement; (e) it has not commenced any action or legal proceeding against the other Party, except for the Action, and (f) no promise, inducement or agreement not expressed herein has been made in connection with this Agreement.

6.2 Each Named Plaintiff further represents and warrants that, as of the Effective Date, it and its counsel have no knowledge of any Putative Class Member or other putative class of direct purchasers who has expressed interest in filing or could file a Related Action against ANC.

7. No Public Statements.

7.1 The Parties acknowledge that this Agreement is a public record pursuant to N.C. G.S. § 132-1.3, but agree that they will not take affirmative steps to publicize the terms and conditions of the Agreement, such as through the use of a press release or other public statement, and will respond to any media inquiries with a statement confirming that the Parties have resolved the claims brought by the Parties. Nothing in this Section shall be construed to prevent any employee or official of any Named Plaintiff from responding to inquiries from their constituents concerning the Action.

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7.2 Notwithstanding the foregoing paragraph, the Parties can disclose the fact of settlement and the existence of this Agreement to: (a) consultants, experts, vendors, and retained professionals performing work on behalf of a Party related to the Action; (b) HCA and HCA's outside counsel; (c) the United States District Court for the Western District of North Carolina; and (d) the plaintiffs and plaintiffs' outside counsel in *Davis v. HCA Healthcare, Inc. at al.*, No. 21-CVS-3276 (N.C.B.C.).

8. Venue, Jurisdiction, and Remedies. The Parties agree that, in the event of any dispute arising from or relating to this Agreement, arbitration before the Honorable James L. Gale shall be the sole method of dispute resolution. In any arbitration action to enforce this Agreement or resolve a dispute arising from or relating to this Agreement, the prevailing Party shall recover its reasonable attorneys' fees and costs (including the costs of any expert witnesses reasonably required), including through any and all appeals.

9. Governing Law. This Agreement and any issue arising under or relating to it shall be construed in all respects under the laws of North Carolina, without resort to its choice-of-laws or other conflicts-of-law principles.

10. Binding Nature; Assignments. All covenants, agreements, representations, and warranties set forth in this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors, assigns, heirs, executors, administrators, employees, and personal and legal representatives. This Agreement and all duties and obligations arising hereunder may not be assigned by Named Plaintiffs or ANC without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement and all duties and obligations arising hereunder may not be assigned to HCA Healthcare, Inc.; HCA Management Services, LP; HCA, Inc.; MH Master Holdings, LLLP; MH Hospital Manager, LLC; or MH Mission Hospital, LLLP. In the event Named Plaintiffs or ANC attempt to assign this Agreement without obtaining such consent or in contravention of this paragraph, the assignment shall be of no legal force or effect and shall not operate in any manner to relieve the Party of any obligation under this Agreement.

11. Entire Agreement. The Parties agree that all of the terms and conditions of their settlement are contained in this Agreement and that no other oral or written representations, assumptions, or understandings are, or are intended to be, a part of this Agreement. This Agreement contains the entire understanding of the Parties, and no other prior or contemporaneous agreement, statement, promise or conduct (whether oral or written) by any Party shall have any legal force or effect or be used in any way to vary, explain, modify, abrogate, or supplement any of the terms of this Agreement. All negotiations relating to this Agreement are hereby superseded. Each Party further agrees that it has not relied upon any prior oral or written statement, or conduct, by any other Party in any way in determining to enter into this Agreement. Notwithstanding anything contained herein, any representation, agreement, or warranty made by the Parties as stated in this Agreement shall continue in full force and effect after the Effective Date.

12. No Waiver. The failure of any Party at any time to require performance of any provision of this Agreement shall in no manner affect its right to enforce the same. No waiver by any Party of any condition or of the breach of any term, provision, warranty, representation, agreement, or covenant contained in this Agreement shall be deemed to be or construed as a further or continuing

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waiver of the same or of any other condition or of the breach of any other term, provision, warranty, representation, agreement, or covenant contained in this Agreement.

13. **Severability**. Should any portion of this Agreement be found to be unenforceable by any court of competent jurisdiction, such unenforceable portion shall be struck from the Agreement, and the remainder of the Agreement shall continue in full force and effect.

14. **Counsel; Construction**. Each of the Parties acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth in this Agreement or which otherwise relate to this Agreement. Should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any of the Parties, but rather by construing the terms of this Agreement fairly and reasonably in accordance with the generally accepted meaning of such terms.

15. **Notice**. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice, communication, or document shall be provided by e-mail or by overnight delivery to:

For Named Plaintiffs:

Daniel J. Walker
Berger Montague PC
1001 G Street, NW
Suite 400 East
Washington DC, 20001
dwalker@bm.net

Brendan P. Glackin
Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, Suite 2900
San Francisco, CA 94111
bglackin@lchb.com

For ANC:

Neil Luria
Chief Executive Officer & Chief Wind-Down Officer
ANC Healthcare, Inc. and Mission Hospital Inc.
425 West New England Ave, Suite 300
Winter Park, FL 32789
nluria@soliccapital.com

Kenneth M. Vorrasi
Faegre Drinker Biddle & Reath LLP
1500 K Street NW
Washington, D.C. 20005
kenneth.vorrasi@faegredrinker.com

16. **Third-party Beneficiaries**. There are no third-party beneficiaries of or to this Agreement.

17. **Modification**. This Agreement can be modified or amended only in writing, by an instrument signed by each of the Parties.

18. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument. Each of Named Plaintiffs and ANC agree to promptly execute this Agreement (by hand or DocuSign) and to deliver it to the other Parties by forwarding the signature page by email. The Parties shall be bound by their signatures transmitted by email to counsel for the other Parties as if such signatures were original "ink" signatures.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, this Settlement Agreement and Release has been executed and delivered as of the date first written above.

CITY OF BREVARD, NORTH CAROLINA

Signed by:
E0F010366939470...

Name: Mack McKeller

Title: City Attorney

BUNCOMBE COUNTY, NORTH CAROLINA

Signed by:
Curt Euler
CFBCED22D2D246F...

Name: Curt Euler

Title: County Attorney

CITY OF ASHEVILLE, NORTH CAROLINA

Signed by:
8A717DBA7DD1481...

Name: Brad Branham

Title: City Attorney

MADISON COUNTY, NORTH CAROLINA

Signed by:
633939C83D4C4B0...

Name: Matthew Wechtel

Title: Chair, Board of Commissioners

ANC HEALTHCARE, INC.

Name: Neil Luria

Title: CEO & Chief Wind-Down Officer

MISSION HOSPITAL, INC.

Name: Neil Luria

Title: CEO & Chief Wind-Down Officer

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IN WITNESS WHEREOF, this Settlement Agreement and Release has been executed and delivered as of the date first written above.

CITY OF BREVARD, NORTH CAROLINA

Name: Mack McKeller

Title: City Attorney

BUNCOMBE COUNTY, NORTH CAROLINA

Signed by:
Curt Euler
CFBCED22D2D248F...

Name: Curt Euler

Title: County Attorney

CITY OF ASHEVILLE, NORTH CAROLINA

Signed by:
8A717C8A7DD1481...

Name: Brad Branham

Title: City Attorney

MADISON COUNTY, NORTH CAROLINA

Name: Matthew Wechtel

Title: Chair, Board of Commissioners

ANC HEALTHCARE, INC.

Name: Neil Luria

Title: CEO & Chief Wind-Down Officer

MISSION HOSPITAL, INC.

Name: Neil Luria

Title: CEO & Chief Wind-Down Officer

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ATTACHMENT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

IN RE MISSION HEALTH ANTITRUST LITIGATION	**No.: 1:22-cv-00114-MR** Chief Judge Martin Reidinger

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1), Plaintiffs City of Brevard, North Carolina; Buncombe County, North Carolina; City of Asheville, North Carolina; and Madison County, North Carolina (collectively, "Plaintiffs") and Defendants ANC Healthcare, Inc. f/k/a Mission Health System, Inc. and Mission Hospital, Inc. (collectively, the "ANC Defendants"), through their respective counsel, hereby stipulate that all claims asserted against the ANC Defendants be dismissed with prejudice, with each party bearing its own attorneys' fees, costs, and expenses.

Dated: August 20, 2025

Respectfully submitted,

/s/ Robert N. Hunter, Jr.
Robert N. Hunter, Jr.
Fred Berry
John F. Bloss
HIGGINS BENJAMIN, PLLC
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Greensboro, NC 27401
Phone: (336) 273-1600
Facsimile: (336) 274-4650
rnhunterjr@greensborolaw.com
fberry@greensborolaw.com
jbloss@greensborolaw.com

Brendan P. Glackin*
Dean M. Harvey*

/s/ Dana C. Lumsden
Dana C. Lumsden [NC Bar No. 32497]
Hanna E. Eickmeier [NC Bar No. 54927]
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heickmeier@bradley.com

Kenneth M. Vorrasi*
Jonathan H. Todt [NC Bar No. 52952]
Alison M. Agnew*
Matthew R. Lechner*
FAEGRE DRINKER BIDDLE & REATH LLP

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*Admitted *pro hac vice*

Counsel for Plaintiffs and the Proposed Class

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Paul H. Saint-Antoine*
John S. Yi*
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*Admitted *pro hac vice*

Counsel for the ANC Defendants

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

IN RE MISSION HEALTH ANTITRUST LITIGATION	**No.: 1:22-cv-00114-MR**

SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFFS AND THE MISSION DEFENDANTS

This Settlement Agreement and Release (hereinafter "**Agreement**") is made and entered into as of August 13, 2025 (the "**Execution Date**") by and between Defendants HCA Healthcare, Inc.; HCA Management Services, LP; HCA, Inc.; MH Master Holdings, LLLP; MH Hospital Manager, LLC; and MH Mission Hospital, LLLP (collectively referred to herein as the "**Mission Defendants**"), on the one hand; and Plaintiffs City of Asheville, North Carolina; City of Brevard, North Carolina (individually, each a "**Plaintiff City**"); Madison County, North Carolina, and Buncombe County, North Carolina (individually, each a "**Plaintiff County**," and collectively with Plaintiff Cities referred to herein as "**Plaintiffs**"), on the other hand. The Mission Defendants and Plaintiffs are each referred to herein individually as "**Party**" and collectively as the "**Parties**." This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined herein), upon and subject to the terms and conditions hereof.

RECITALS

WHEREAS, Plaintiffs filed a consolidated class action complaint against the Mission Defendants on August 19, 2022, captioned *In re Mission Health Antitrust Litigation*, Case No. 1:22-cv-00114-MR-WCM (W.D.N.C.) (the "**Action**"), that alleges, among other things, violations of Sections 1 and 2 of the Sherman Antitrust Act;

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WHEREAS, the Mission Defendants have denied and continue to deny each and every claim and allegation of wrongdoing made by Plaintiffs;

WHEREAS, the Mission Defendants, despite their belief that they have valid defenses to any claims that have been or that could be asserted by Plaintiffs against them, nevertheless enter into this Agreement to avoid the expense, inconvenience, and distraction of continued litigation;

WHEREAS, Plaintiffs, having now conducted extensive discovery into the facts and, having given careful consideration of those facts and legal defenses regarding the Action, have concluded that resolving their claims asserted in the Action against the Mission Defendants, according to the terms set forth below, is in each of their respective best interests;

WHEREAS, as provided by the laws of North Carolina, including N.C.G.S. §§ 160-11 and 160-12, the city council for each Plaintiff City has properly exercised its corporate power, by resolution (or as otherwise provided by the Plaintiff City's charter), to formally authorize its signatory council members to enter into this Agreement on behalf of the signatory's respective Plaintiff City and city council and to contractually bind the signatory's respective Plaintiff City to the terms of this Agreement. Each Plaintiff City represents that it has satisfied all legal requirements to enter this Agreement on behalf of the city's body politic and corporate;

WHEREAS, as provided by the laws of North Carolina, including N.C.G.S. §§ 153A-11 and 153A-12, the board of commissioners for each Plaintiff County has properly exercised its corporate power, by resolution, to formally authorize its signatory board member to enter into this Agreement on behalf of the signatory's respective Plaintiff County and board of commissioners and to contractually bind the signatory's respective Plaintiff County to the terms of this Agreement;

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WHEREAS, Plaintiffs and the Mission Defendants agree that neither this Agreement nor any statement made in negotiation thereof shall be deemed or construed to be an admission or evidence of anything, including, without limitation: (i) the merit or lack of merit of any claim or defense or the strength of the opposing parties' position; (ii) any violation of any statute or law; (iii) any liability or wrongdoing by the Mission Defendants or any of their Affiliates (defined below); (iv) the truth of any of the claims or allegations alleged in the Action; or (v) the truth of any fact cited in support of any claim or defense in the Action.

WHEREAS, the Parties have engaged in substantial arm's-length negotiations in an effort to resolve all claims that have been, or could have been, asserted in the Action, including through confidential mediation discussions with Hon. (Ret.) James L. Gale, which negotiations resulted in this Agreement; and

NOW, THEREFORE, in consideration of the promises, terms, covenants, and releases contained herein, and for other good and valuable consideration, it is hereby agreed, by and among Plaintiffs and the Mission Defendants, that the Action shall be finally and fully settled, compromised, and dismissed with prejudice as to the Mission Defendants and the other Released Parties only, without costs, except as stated herein, and releases to be extended, as set forth in this Agreement.

I. Definitions

As used in this Agreement, the following terms shall be defined as follows:

A. "Action" shall have the meaning set forth in the recitals.

B. "Affiliates," means with respect to any person, entity or company, a person, entity, or company that, directly or indirectly, controls, is controlled by or is under common control with such person, entity or company.

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C. "Agreement" shall have the meaning set forth in the preamble.

D. "Antitrust Laws" shall refer to all national, federal, state, or local antitrust, unfair competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing, common law unjust enrichment, trade practice, consumer or business protection, fraud protection, racketeering, civil conspiracy or similar law or requirement, whether based on statute, common law, regulation, ordinance or otherwise, of the United States.

E. "APA" means the January 31, 2019 Amended and Restated Asset Purchase Agreement by and among (i) Mission Health System, Inc., Mission Hospital, Inc., Mission Medical Associates, Inc., Mission Imaging Services, LLC, Blue Ridge Regional Hospital, Inc., Transylvania Community Hospital Inc., Angel Medical Center, Inc., MSJHS and CCP Joint Development Company, LLC d/b/a Asheville Specialty Hospital, The McDowell Hospital, Inc., Community CarePartners, Inc., Highlands-Cashiers Hospital, Inc., WNC CareSource, LLC, Avenue Health, Inc., McDowell Hospital Imaging Services, LLC, Transylvania Physician Services, Inc., Transylvania Services, Inc., Transylvania Hospital Imaging Services, LLC, Highlands-Cashiers Physician Services, Inc., The Eckerd Living Center LLC, (ii) MH Master Holdings, LLLP, (iii) HTI Hospital Holdings, Inc., and (iv) Dogwood Health Trust.

F. "*Atrium*" means the lawsuit captioned *U.S. v. The Charlotte-Mecklenburg Hosp. Auth.*, No. 3:16-cv-00311 in the Western District of North Carolina.

G. "Attorneys' Fees" shall have the meaning set forth in paragraph II.F.

H. "Charity Care Administrator" shall have the meaning set forth in paragraph II.A.i.

I. "Confidential Information" shall refer to any information, whether written, oral, or otherwise, exchanged between the Parties during the negotiation of the Parties' settlement and this

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Agreement. For the avoidance of doubt, the fact that the Parties have mutually agreed to resolve the Action and this Agreement itself are not Confidential Information.

J. "Dogwood Health Trust" means the North Carolina nonprofit corporation located at 890 Hendersonville Road, Suite 300, Asheville, North Carolina, 28803 that operates under the name Dogwood Health Trust.

K. "Execution Date" shall have the meaning set forth in the preamble.

L. "Fund" shall have the meaning as set forth in paragraph II.A.

M. "Mission Defendants" shall have the meaning set forth in the preamble.

N. "Initial Period" shall have the meaning set forth in paragraph VII.C.

O. "Mission Health" means the hospitals, facilities, providers, services, operations and other assets that make up the Mission Health system.

P. "Mission Hospital" means the hospital located at 509 Biltmore Ave, Asheville, NC, 28801 that operates under the name Mission Hospital.

Q. "Party" shall have the meaning set forth in the preamble.

R. "Person" or "Persons" means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, municipality, state, state agency, any entity that is a creature of any state, any government or any political subdivision, authority, office, bureau or agency of any government, and any business or legal entity, and any spouses, heirs, predecessors, successors, representatives, or assignees of the foregoing.

S. "Plaintiff" or "Plaintiffs" shall have the meaning set forth in the preamble.

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T. "Plaintiff County" or "Plaintiff Counties" shall have the meaning set forth in the preamble.

U. "Plaintiff City" or "Plaintiff Cities" shall have the meaning set forth in the preamble.

V. "Policy" means the Mission Health Charity Financial Assistance (Medical Debt Mitigation) Policy, as published at https://www.missionhealth.org/patient-resources/patient-financial-resources/financial-assistance on the Execution Date.

W. "Released Claims" means any and all manner of claims, demands, actions, suits, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), of every nature and description, whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), whether based on federal, state, local, statutory or common law, in equity, or on any other law, rule, regulation (including Rule 11 of the Federal Rules of Civil Procedure), ordinance, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, suspected or unsuspected, asserted or unasserted, matured or unmatured, that the Releasing Party ever had, now has, or hereafter can, shall, or may ever have, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, causes of action, injuries, losses, or damages arising from or in connection with any act or omission from the beginning of time through the Execution Date relating or referring to the claims and/or causes of action alleged in the Action, including without

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limitation any claims which arise under any Antitrust Laws, or related to, referred to or arising out of the factual predicates of the Action, including, for the avoidance of doubt, Unknown Claims. For the avoidance of doubt, Released Claims include any and all claims arising out of an assignment received by any Releasing Party. Notwithstanding the above, "Released Claims" do not include (i) claims asserted against any defendant, including specifically ANC Healthcare, Inc. f/k/a Mission Health System, Inc. and Mission Hospital, Inc., or alleged co-conspirator other than the Released Parties nor (ii) any claims captioned under *Buncombe County, North Carolina v. HCA Management Services, LP et al.*, 1:24-CV-00227 (W.D.N.C.). This reservation of claims set forth in (i) and (ii) of this paragraph does not impair or diminish the right of the Released Parties to assert any and all other arguments and defenses to such claims, and the Parties agree that all such other arguments and defenses are preserved. The Releasing Parties further agree not to file any suit against any of the Released Parties arising out of or relating to the Released Claims.

X. "Released Party" or "Released Parties" means the Mission Defendants and their respective predecessors, successors and assigns, together with any and all of their respective past, current, and future, direct and indirect corporate parents (including holding companies), subsidiaries, related entities, Affiliates, associates, divisions, joint ventures, past or present, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, attorneys, trustees, agents, executors, insurers, advisors, assigns, heirs, legal or other representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing in their capacity as such. For the avoidance of any doubt, no other defendant or alleged co-conspirator identified in the Action as of the Execution Date, including, specifically, ANC Healthcare, Inc. f/k/a Mission Health System, Inc. and Mission Hospital, Inc. shall be deemed a "Released Party."

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Y. "Releasing Party" or "Releasing Parties" means Plaintiffs and their respective parents, subsidiaries, affiliated entities, related entities, predecessors in interest, officers, directors, employees, members, partners, successors, insurers, sureties, assigns, agents, and attorneys, as well as any predecessors, successors and assigns, together with any and all of their respective past, current, and future, direct and indirect corporate parents (including holding companies), subsidiaries, related entities, Affiliates, associates, divisions, joint ventures, past or present, direct or indirect, officers, directors, trustees, partners, managing directors, shareholders, managers, members, attorneys, trustees, agents, executors, insurers, advisors, assigns, heirs, legal or other representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing in their capacity as such.

Z. "Unknown Claims" means any and all Released Claims against the Released Parties which Releasing Parties do not know or suspect to exist in his, her, or its favor as of the Effective Date, which if known by the Releasing Parties might have affected his, her, or its decision(s) with respect to the settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Releasing Parties shall have expressly waived the provisions, rights and benefits of California Civil Code § 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, including without limitation 20-7-11 of the South Dakota Codified Laws (providing "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE

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CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"). The Releasing Parties may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, Plaintiffs shall expressly, fully, finally, and forever settle and release upon the Effective Date any and all Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims is contractual, and not a mere recital. Plaintiffs acknowledge that the inclusion of "unknown" claims in the definition of Released Claims was separately bargained for and was a key element of the Agreement.

II. Settlement Consideration

A. **Charity Care.** Within thirty (30) business days of the lawful creation of the fund described below, the Mission Defendants shall pay to the Charity Care Administrator $1,000,000 for purposes of establishing a fund (the "**Fund**") to cover any liabilities owed under its Policy by families and individuals at up to 400% of the Federal Poverty Level.

i. The Fund shall be managed by the Dogwood Health Trust or some other administrator reasonably agreed upon by Plaintiffs and the Mission Defendants (the "**Charity Care Administrator**"). The Charity Care Administrator shall have sole and exclusive authority for developing, implementing, and maintaining the process of disbursing the Fund to members of the community and for ensuring appropriate administration of the Fund.

ii. Any concern or complaint about access to, disbursements by, or the use of the Fund will be directed solely and exclusively to the Charity Care Administrator, and the Mission

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Defendants shall bear no responsibility for or have any obligation to the Fund, individuals who receive disbursements from the Fund, or any other person in connection with the administration of the Fund. Plaintiffs agree that they will not, either jointly or individually, publicly disparage the Mission Defendants' Policy or use the Fund as a basis for any claims against the Mission Defendants.

B. **Commitments Under the APA.** The Mission Defendants agree to act as if the commitments made by the Buyer (as defined in the APA) under the below noted provisions of the APA apply to the Mission Defendants and have been amended solely to the extent as specified in this paragraph II.B. These commitments shall in no way be construed as amendments to the APA itself; these commitments are enforceable only by the Parties to this Agreement and not any other Person, and are enforceable only against the Mission Defendants. The Mission Defendants make no other commitments to the Plaintiffs or any other person or entity with respect to any other provision of the APA.

i. Transylvania Regional Hospital. The Mission Defendants shall take reasonable efforts to extend the service commitments related to Transylvania Regional Hospital, consistent with Section 7.13(b) of the APA, through January 31, 2032; and

ii. *Atrium* Injunction Terms. Consistent with Section 7.25 of the APA, the Mission Defendants will not, prior to January 31, 2028, enter into any contract provision with a commercial health insurer or interpret any existing contract provision with a commercial health insurer in a manner that would be deemed a violation of the final judgment in the *Atrium* litigation, if the Mission Health Defendants were, individually or collectively, subject to that final judgment.

C. **Advisory Board and Local Advisory Board Packets.** The Mission Defendants shall share with enumerated representatives of Plaintiffs, not to exceed 8 in number and to be

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identified in writing no more than [30] days after the Execution Date[1] the written meeting materials provided pursuant to Sections 7.12(a) and 7.12(b) of the APA, if any, respectively, to the Advisory Board and Local Advisory Boards for the duration of the Advisory Board Designation Period, as those terms are defined in the APA, provided that the following conditions are and continue to be satisfied:

i. such materials shall be used solely for the purpose of allowing Plaintiffs to provide feedback to the Advisory Board and/or Local Advisory Boards and for no other purpose;

ii. any recipients shall take all reasonable steps to ensure the confidential treatment of shared materials and to avoid the disclosure of those materials, either as public records or otherwise; and

iii. any breach of these conditions shall constitute an automatic, self-executing termination of the Mission Defendants' obligation to provide any further materials pursuant to this paragraph II.C to the Plaintiff whose enumerated representative breached these conditions. For the avoidance of doubt, such a breach shall not otherwise release Mission Defendants of their obligation to provide materials pursuant to this paragraph II.C to the non-breaching Plaintiffs.

D. **Quality Verification as a Trauma Center by the American College of Surgeons.** The Mission Defendants shall use reasonable commercial efforts, including by establishing a written objective, to achieve quality verification as a trauma center for Mission Hospital by the American College of Surgeons by June 2026 and maintain that status thereafter through June 2030.

[1] Each Plaintiffs is entitled to two enumerated representatives. Plaintiffs are permitted to change the identity of the two enumerated representatives entitled to receive written meeting materials pursuant to this section upon thirty (30) business days' notice to the Mission Defendants.

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E. **Adult Daycare Services.** The Mission Defendants shall engage in good-faith negotiations over the (1) one year period following the Effective Date to rent space in the building located at 377 Gallimore Road, Brevard, North Carolina, 28712, for fair market value for purposes of ensuring the provision of adult day care services at that location. Plaintiffs acknowledge and represent that they understand that the Mission Defendants' negotiations must be consistent with all applicable laws and regulations, including the Stark Law and any applicable anti-kickback laws and regulations. To the extent a rental agreement is ultimately agreed to by the Mission Defendants and any tenant who intends to use 377 Gallimore Road for adult day care, the Mission Defendants shall take commercially reasonable efforts to encourage the Dogwood Health Trust to pay that rent on behalf of the tenant.

F. **Costs and Attorneys' Fees.** The Mission Defendants shall pay, or cause to be paid, $2,500,000.00 (two million and five-hundred thousand U.S. dollars) towards the payment of Plaintiffs' costs and attorneys' fees (the "**Attorneys' Fees**") arising from the Action. The Mission Defendants will make this payment, or cause it to be made, within thirty (30) business days of completion of the following steps (the "**Payment Date**"): (i) the execution and adoption of this Agreement by all Parties; and (ii) provision by Plaintiffs to counsel for the Mission Defendants of complete and accurate wire transfer instructions, including a W-9 tax certificate for payee, for where the payment is to be made. For the avoidance of doubt, the Mission Defendants have no responsibility for any distribution, or any failure of distribution, of the Attorneys' Fees among counsel for Plaintiffs or among Plaintiffs.

G. **Non-Disparagement.** The Parties agree that they will not disparage one another in connection with this case, including their respective claims or defenses, such as by making public statements that disparage either of the Parties or their conduct in connection with the

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prosecution, defense or settlement of the Action. Plaintiffs and the Mission Defendants agree to jointly issue a press release, in the form appended as **Exhibit A.**

III. Release of Claims, Discharge, and Covenant Not to Sue

A. Upon the Execution Date, pursuant to and contingent upon the other terms and conditions of this Agreement, the Releasing Parties shall fully, finally, and forever release, relinquish and discharge the Released Claims against the Released Parties.

B. The Releasing Parties hereby covenant not to sue the Released Parties with respect to any Released Claims, or to assist any third party in commencing or maintaining any suit against any Released Party related in any way to any Released Claims, upon or after the Execution Date in any forum worldwide, whether on their own behalf or as part of any putative, purported, or certified class of direct or indirect purchasers or patients. The Releasing Parties shall be permanently barred and enjoined from instituting, commencing, or prosecuting against the Released Parties any claims based in whole or in part on the Released Claims upon the Execution Date. The Parties contemplate and agree that upon the Execution Date, this Agreement may be pled as a bar to a lawsuit and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of the Releasing Parties with respect to the Released Claims.

C. Any changes regarding the facts or assumptions set forth herein shall not be construed as fraud, a material mistake, or evidence that the Agreement was grossly unconscionable at the time of the Execution Date, or that the Released Parties induced Releasing Parties to enter into the Agreement by taking any advantage of the Releasing Parties' hardship

D. Notwithstanding the foregoing provisions in this section III and all of its subparts, or any other provision contained in this Agreement to the contrary, the Released Claims shall not

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include, without limitation: (i) claims against the Released Parties for any asserted or unasserted claims that do not involve violations of the Antitrust Laws; (ii) claims against persons other than the Released Parties or Releasing Parties; (iii) claims for breach of this Agreement; and (iv) any claims that may arise in the future based solely on conduct after the Execution Date.

E. Plaintiffs, including their undersigned counsel, represent and warrant that they are not aware of any imminent or threatened lawsuits by absent members of the proposed class in the Action. To the best of their knowledge, Plaintiffs and their counsel do not have reason to believe that any Person has taken steps to, plans to, or has otherwise demonstrated an intent to file suit against the Mission Defendants for claims brought by Plaintiffs in the Action on behalf of the proposed class. Plaintiffs and their undersigned counsel furthermore represent that they are not aware of any efforts to recruit or instigate the filing of lawsuits by any Person against the Mission Defendants for claims brought by Plaintiffs on behalf of the proposed class in the Action.

F. Within five (5) business days of the Payment Date, Plaintiffs shall file in the Action a stipulation to the voluntary dismissal with prejudice of all claims against the Mission Defendants pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) in the form attached here to as **Exhibit B.**

IV. Representation of Authority and Authorization

A. **Authority and Authorization.** Each of the undersigned represents and warrants that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

B. **Plaintiffs** represent and warrant that (i) they are authorized to execute this Agreement on behalf of all entities identified herein as Releasing Parties, (ii) they have not previously assigned or transferred any interest in any of the Released Claims except as disclosed

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in this Agreement, and (iii) they now have complete ownership of and the authority to bind all Releasing Parties to the release, discharge, and covenant not to sue set forth above.

C. **The Mission Defendants** represent and warrant that they are authorized to execute this Agreement on behalf of all entities identified herein as Released Parties and shall cause each of them to comply fully with all of the provisions and requirements set forth in this Agreement.

D. **Plaintiff County Signatories.** Each Plaintiff County's signatory board member represents that he or she is acting in his or her official capacity and was authorized by his or her respective Plaintiff County's board of commissioners, by formal action, to sign this Agreement on behalf of his or her respective Plaintiff County and to contractually bind his or her respective Plaintiff County to the terms of this Agreement. For the avoidance of doubt, each Plaintiff County signatory represents and warrants that it has satisfied all legal requirements to enter this Agreement on behalf of the county's body politic and corporate.

E. **Plaintiff City Signatories.** Each Plaintiff City's signatory council member represents that he or she is acting in his or her official capacity and was authorized by his or her respective Plaintiff City's city council, by formal action, to sign this Agreement on behalf of his or her respective Plaintiff City and to contractually bind his or her respective Plaintiff City to the terms of this Agreement.

V. All Parties Must Execute to Bind Any Party

A. The Parties agree that all Parties to this Agreement must execute this Agreement for it to bind any Party; if some, but not all, Parties execute this Agreement, then this Agreement does not bind any Party.

VI. Breach of Representations or Warranties Constitutes Material Breach of Agreement

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The representations and warranties in section IV above are material terms that the Parties relied upon in reaching this Agreement. If any Party is found to have made false representations or breaches any warranties set forth in section IV above, even unknowingly or unintentionally, then that Party shall be found to have materially breached this Agreement. In the event of such material breach, the non-breaching Party shall be entitled to any remedies the Parties may have under this Agreement, at law or in equity.

VII. Confidentiality

A. Plaintiffs agree that they will not disclose any Confidential Information to any person, including without limitation, other claimants or potential claimants against the Mission Defendants or their counsel or other defendants Action, except (i) to persons for whom such information is necessary to effectuate the provisions of the Agreement (and who shall be advised of its confidentiality and agree to be bound by this provision); (ii) to those employees and outside professional advisors or vendors (*e.g.*, accountants, lawyers and tax advisors) who need to be aware of this Agreement or its terms in the ordinary course of business to perform their duties and to properly advise the Parties or as otherwise required or deemed advisable; (iii) to the extent such disclosure is required for enforcement of this Agreement; or (iv) as otherwise required by applicable law, including compliance with legally authorized discovery procedures or the notice requirements of securities laws, U.S. Securities and Exchange Commission disclosure rules or other rules of securities exchanges, provided that for such disclosure under this paragraph, Plaintiffs will provide a prior notice to the Mission Defendants.

B. The Mission Defendants agree that they will not disclose any Confidential Information to any person, except (i) to persons for whom such information is necessary to effectuate the provisions of the Agreement (and who shall be advised of its confidentiality and

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agree to be bound by this provision); (ii) to those employees and outside professional advisors or vendors (*e.g.*, accountants, insurers, lawyers and tax advisors) who need to be aware of this Agreement or its terms in the ordinary course of business to perform their duties and to properly advise the Parties or as otherwise required or deemed advisable; (iii) to the extent such disclosure is required for enforcement of this Agreement; or (iv) as otherwise required by applicable law, including compliance with legally authorized discovery procedures or the notice requirements of securities laws, U.S. Securities and Exchange Commission disclosure rules or other rules of securities exchanges, provided that for such disclosure under this paragraph, the Mission Defendants provide a prior notice to Plaintiffs.

C. If either or both of the Parties have received a valid subpoena or other valid legal process seeking disclosure of Confidential Information, it must provide the other Party with written notice of such subpoena or other legal process, via electronic mail/PDF or hand delivery to the person(s) specified in section XVI herein, at least fourteen (14) calendar days or as soon as reasonably practicable before disclosure (the "**Initial Period**"), in order to afford that Party an opportunity to object. The Party in receipt of the valid subpoena or other valid legal process shall not produce any materials or information during the Initial Period. If, within the Initial Period, a Party gives notice to the other Party that it opposes production, the Party in receipt of the valid subpoena or other valid legal process shall not thereafter produce such information except pursuant to an order from a court or other authority requiring production or rejecting the Party's objections. If a court orders production of documents that are the subject of this paragraph (*i.e.*, included within the definition of Confidential Information), then production of such documents pursuant to that order from a court or other authority shall not be deemed a violation of this Agreement. Both Parties are responsible for asserting any objection to the requested production and shall move as

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soon as practicable for a protective order or other relief, with the objecting Party responsible for the fees and costs incurred in doing so. Nothing herein shall be construed as requiring either Party to subject itself to any penalties for non-compliance with any subpoena, access request, or legal process or to seek any relief from a court. To the extent Confidential Information is required to be disclosed, each Party shall take reasonable steps to maintain the maximum confidentiality protection available under the law.

D. The terms of this provision apply to the fullest extent permitted under state and federal law. The Parties acknowledge that Chapter 143 of the North Carolina General Statutes requires that during closed sessions Plaintiffs are obligated to keep minutes and a general account, which may be withheld from public inspection "so long as public inspection would frustrate the purpose of [the] closed session." N.C.G.S § 143-318.10(e). Consistent with N.C.G.S. § 143-318.11(a)(3), each Plaintiff agrees to report and enter into its minutes any terms of this settlement considered and/or approved in any closed session only "*after* the settlement is concluded." (Emphasis added). The Parties also acknowledge that, under Chapter 132 of the North Carolina General Statutes and *Jackson v. Charlotte-Mecklenburg Hosp. Auth.*, 238 N.C. App. 351 (2014), settlement documents (including this Agreement and its terms and conditions) in non-medical malpractice cases instituted by agencies of North Carolina, including by cities and counties, constitute "public records" and are accessible by the public unless otherwise sealed under N.C.G.S. § 132-1.3.

VIII. Governing Law

This Agreement shall be deemed to have been executed and delivered in the State of North Carolina, and shall be construed and enforced in accordance with, and governed by, the substantive

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laws of the State of North Carolina without regard to any choice of law or conflict of laws rule or provision.

IX. Consent to Jurisdiction

The Parties agree that the United States District Court for the Western District of North Carolina (or the Superior Court of Buncombe County, if there is no federal jurisdiction) will have exclusive jurisdiction over any suit arising out of or related to this Agreement. The Parties consent to personal jurisdiction in North Carolina solely for the purpose of any such litigation to enforce this Agreement.

X. Entire Agreement

This Agreement constitutes the entire, complete, and integrated agreement between Plaintiffs and the Mission Defendants pertaining to the settlement of Plaintiffs' potential claims against the Mission Defendants as described herein, and this Agreement supersedes all prior and contemporaneous undertakings by Plaintiffs and the Mission Defendants in connection herewith. The terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the Parties hereto.

XI. Amendment

This Agreement may be modified or amended only by an agreement in writing executed by authorized representatives both of Plaintiffs and of the Mission Defendants.

XII. No Unstated Third-Party Beneficiaries

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No provision of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is (i) party to the APA, other than the Mission Defendants, (ii) a recipient of money from the Fund, (iii) or otherwise not a Plaintiff or a Mission Defendant.

XIII. No Waiver

The failure by any Party hereto to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any of the rights or remedies that such Party may have and shall not be deemed a waiver of any subsequent breach or default. To be effective, any waiver with regard to this Agreement must be in writing and signed by an authorized representative of the Party granting the waiver, and any such waiver shall apply only to the matter or instance specifically waived.

XIV. Counterparts

This Agreement may be executed in counterparts by Plaintiffs and the Mission Defendants, including by facsimile or electronic transmission, and when each Party has signed and delivered (including without limitation, by facsimile or electronic transmission) at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute the Agreement which shall be binding upon and effective in accordance with its terms as to all Parties.

XV. Interpretation and Construction

This Agreement shall be construed and interpreted to effectuate the intent of the Parties which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to the Released Parties and Releasing Parties. Neither Plaintiffs nor the Mission Defendants shall be considered the drafter of this Agreement or any of its provisions for the

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purpose of any statute, case law, rule of interpretation or rule of construction that would or might cause any provision to be construed against the drafter of this Agreement.

XVI. Notice

Where this Agreement requires either Party to provide notice, such notice shall be given by electronic mail and by either: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b) or (c) shall be addressed:

A. For the Mission Defendants: Greg Lowe, Division President-North Carolina, 50 Schenck Parkway, Asheville, NC 28803 (greg.lowe@hcahealthcare.com) and Abram Ellis, Simpson Thacher & Bartlett LLP, 900 G Street, NW, Washington, DC 20001 (aellis@stblaw.com).

B. For Plaintiffs:

i. For the City of Asheville, North Carolina: Brad Branham or current City Attorney, 70 Court Plaza, Asheville, NC 28801 (bbranham@ashevillenc.gov);

ii. For the City of Brevard, North Carolina: Mack McKeller or current City Attorney, 95 West Main Street, Brevard, NC 28712 (mack.mckeller@cityofbrevard.com);

iii. For Madison County, North Carolina: Donny Laws or current County Attorney, 107 Elizabeth Lane, Marshall, NC 28753 (donnyjoellawsattorney@gmail.com);

iv. For Buncombe County, North Carolina: Curt Euler or current County Attorney, 200 College Street, Suite 300, Asheville, NC 28801 (Curt.Euler@buncombenc.gov)

C. Any Party may change the address to which notices hereunder are to be delivered to such Party by giving notice in the manner set forth herein.

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XVII. Severability

If any portion, part or provision of this Agreement, or application of such portion, part or provision to any person or circumstance, should be held, determined or adjudged invalid, unenforceable or void for any reason by a court or tribunal of competent jurisdiction, each such portion, part or provision shall be severed from the remaining portions, parts or provisions of this Agreement and shall not affect the validity or enforceability of such remaining portions, parts or provisions, or the application of such portions, parts or provision to persons or circumstances other than to those as to which it is held invalid, unless to do so would destroy the essential purpose of this Agreement (*e.g.*, should the release provided for in paragraph III or the Attorneys' Fees provided for in paragraph II.F be held invalid), in which case the whole Agreement shall be null and void and all consideration shall be returned.

XVIII. Effective Date

The effective date of this Agreement shall be the Execution Date.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have fully executed this Agreement on the Execution Date.

[Signatures Follow]

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Date: August 13, 2025

SIMPSON THACHER & BARTLETT LLP

Print Name: Abram Ellis

Signature: Signed by: Abram Ellis 6CD192EA2473421...

Title: Partner

On behalf of the MISSION DEFENDANTS *and all Released Parties*

Date: August 13, 2025

Print Name: Michael R. McAlevey

Signature: Signed by: 3000B3C1EE58497...

Executive Vice President – Chief Legal and Administrative Officer of HCA Healthcare, Inc. and of HCA Inc.

Senior Vice President of HPG Enterprises, LLC (General Partner of HCA Management Services, L.P.), of MH Hospital Manager, LLC (General Partner of MH Master Holdings, LLLP), and of MH Master, LLC (General Partner of MH Mission Hospital, LLLP)

Date: August 13, 2025

BERGER MONTAGUE PC

Print Name: Daniel J. Walker

Signature: Signed by: Daniel J. Walker 8FAA46F1755B461...

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

Print Name: Brendan P. Glackin

Signature: Signed by: Brendan P. Glackin F031C5DA88C445D...

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HIGGINS BENJAMIN, PLLC

Print Name: Robert N. Hunter, Jr.

Signature: Signed by: Robert N. Hunter, Jr. B60C40849C06421...

On behalf of Plaintiffs *and all Releasing Parties*

Date: August 13, 2025

Signature: Signed by: Curt Euler CFBCED22D2D246F...

County of Buncombe, by County Attorney Curt Euler, as Authorized by the Board of Commissioners

Date: August 13, 2025

Signature: Signed by: 633939C83D4C4B0...

County of Madison, by Commissioner Matthew Wechtel, as Authorized by the Board of Commissioners

Date: August 13, 2025

Signature: Signed by: 8A717DBA7DD1481...

City of Asheville, by City Attorney Brad Branham, as Authorized by the City Council

Date: August 13, 2025

Signature: Signed by: E0F010366939470...

City of Brevard, by City Attorney Mack McKeller, as Authorized by the City Council

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EXHIBIT A

PRESS RELEASE

MISSION HEALTH TO DONATE $1 MILLION TO ESTABLISH NEW CHARITY FUND AS PART OF SETTLEMENT AGREEMENT WITH LOCAL MUNICIPALITIES

Plaintiffs and Mission Health have resolved all claims in *In re Mission Health Antitrust Litigation*, No. 1:22-cv-00114-MR (W.D.N.C.). The resolution includes a $1 million donation by Mission Health to a new charity fund that will be created to provide assistance with healthcare costs for families and individuals at up to 400% of the Federal Poverty Level; ensures the continued operation of Transylvania Regional Hospital by Mission Health for an additional three years; commits Mission Health to cooperate in the negotiation of space adequate for the provision of adult day care services in Brevard, North Carolina and to seek for Mission Hospital quality verification as a trauma center; and provides the Plaintiff municipalities and counties with additional information related to Mission Health advisory boards.

Plaintiffs recognize that Mission Health and HCA Healthcare's continued commitment to and support of Western North Carolina through charity care and otherwise is vital. Plaintiffs are grateful for the work of the doctors, nurses and staff of Mission Health and HCA during the Hurricane Helene disaster and its aftermath, and are glad to have resolved this matter in a way that benefits the people of Western North Carolina.

While Mission Health and HCA support this resolution, both deny the allegations made against them by Plaintiffs. Mission Health and HCA believe that their conduct was, at all times, consistent with federal and state antitrust laws, that none of Mission Health's contracts contained the provisions challenged by Plaintiffs, and that neither Mission Health nor HCA has done anything to exclude competition or limit insurance company innovation in Western North Carolina. Nevertheless, Mission Health and HCA are pleased that the resolution of this action

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allows them to continue to show their commitment to Western North Carolina through the establishment of a new charity fund and by continuing to operate consistent with applicable state and federal antitrust laws. Mission Health and HCA are glad to have this litigation resolved so that they can continue focusing on what we all agree matters most: providing quality healthcare to the residents of Western North Carolina.

Docusign Envelope ID: 15DB9F15-2DC4-4E53-B9B4-E2A52C93BE39

EXHIBIT B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

IN RE MISSION HEALTH ANTITRUST LITIGATION	**No.: 1:22-cv-00114-MR**

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE OF THE MISSION DEFENDANTS PURSUANT TO F.R.C.P. 41(a)(1)(A)(ii)

IT IS HEREBY STIPULATED AND AGREED between Plaintiffs City of Asheville, North Carolina; City of Brevard, North Carolina; Madison County, North Carolina, and Buncombe County, North Carolina (collectively, "Plaintiffs") and Defendants HCA Healthcare, Inc.; HCA Management Services, LP; HCA, Inc.; MH Master Holdings, LLLP; MH Hospital Manager, LLC; and MH Mission Hospital, LLLP, and all of their predecessors; successors; assigns; and Affiliates (as defined in the Settlement Agreement) (collectively, the "Mission Defendants"), that all of Plaintiffs' claims against the Mission Defendants are hereby dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), without interest to any party and with each party to bear its own attorneys' fees and costs. The parties respectfully request that any documents filed under seal remain under seal.

Docusign Envelope ID: 15DB9F15-2DC4-4E53-B9B4-E2A52C93BE39

Dated: August 13, 2025

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Counsel for Plaintiffs
**Admitted pro hac vice*

SO ORDERED, this the ___ day of _____, 2025.

Martin Reidinger
Chief United States District Judge
Western District of North Carolina

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2025 through June 2026

Attachment 2.15

Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Madison County DSS

County: MADISON

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Congregate Nutrition, Home Delivered Meals and In Home Aide programs are administered by the Madison County Department of Social Services (DSS). The General and Medical Transportation programs are administered by the Madison County Transportation Authority (MCTA). Madison County is a large rural county. There are currently 8 active living centers located strategically throughout the county to ensure access for seniors living in the most isolated areas. Each active living center provides seniors with lunch four days a week, along with the ability to participate in different activities such as arts and crafts, gardening, board games, exercise, informational and motivational speakers, field trips, etc. Access to transportation is crucial for seniors and allows them to make trips to the grocery store and medical appointments. Many seniors that use county transportation services have no other means of travel. Seniors using this service depend on it for their well-being and quality of life. In Home Aide Services provide socialization, as well as much needed assistance with light housekeeping, running errands, such as paying bills and getting groceries for homebound seniors. Efforts at outreach include: printed brochures, yard signs at each center advertising the need for volunteers and Facebook pages maintained by several of the centers.

July 2025 through June 2026

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Madison County DSS agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Carmen M Hayes 8/3/2025

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Madison County DSS

Name of Agency Administrator: Connie M. Harris

Signature: Connie M. Harris

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

SFY 2025-2026

Madison County DSS

5707 U.S. Hwy25-70, Suite 1
Marshall, NC 28753

MADISON
Land of Sky Regional Council

Please Select Services to Be Delivered		Federal/State	Local Match	
Transportation (Medical)	033	$ 17,064	$ 1,896	<< Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
Transportation (General)	250	$ 4,875	$ 542	<< Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
Congregate Nutrition	180	$ 78,010	$ 8,668	<< Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
Home Delivered Meals	020	$ 126,767	$ 14,086	<< Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
In-Home Aide-Level I - Home Management	041	$ 17,068	$ 1,897	<< Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service		Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Transportation (Medical)	033			$ 17,064	10.6614	$ 17,064	$ 10.6614
Transportation (General)	250			$ 4,875	7.3189	$ 4,875	$ 7.3189
Congregate Nutrition	180			$ 78,010	5.9239	$ 78,010	$ 5.9239
Home Delivered Meals	020			$ 126,767	8.8533	$ 126,767	$ 8.8533
In-Home Aide-Level I - Home Management	041			$ 17,068	9.4820	$ 17,068	$ 9.4820
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

Fiscal Period: July 2025 through June 2025

FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Transportation (Medical)	SERVICE Transportation (General)	SERVICE Congregate Nutrition	SERVICE Home Delivered Meals	SERVICE In-Home Aide-Level I Home Management	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
1	FULL TIME	$ 43,523				$ 21,761	$ 21,762							
1	FULL TIME	$ 31,536				$ 15,768	$ 15,768							
0.625	PART TIME	$ 11,518				$ 5,759	$ 5,759							
0.53	PART TIME	$ 8,108				$ 4,054	$ 4,054							
0.625	PART TIME	$ 11,056				$ 5,528	$ 5,528							
0.625	PART TIME	$ 11,681				$ 5,840	$ 5,841							
0.625	PART TIME	$ 11,518				$ 5,759	$ 5,759							
0.625	PART TIME	$ 11,927				$ 5,964	$ 5,963							
0.478	PART TIME	$ 6,652				$ 3,326	$ 3,326							
1	FULL TIME	$ 31,721				$ 15,860	$ 15,861							
1	FULL TIME	$ 30,671				$ 15,336	$ 15,335							
0.5	PART TIME	$ 7,098				$ 3,549	$ 3,549							
0.5	PART TIME	$ 7,098				$ 3,549	$ 3,549							
0.5	PART TIME	$ 7,098				$ 3,549	$ 3,549							
0.5	PART TIME	$ 7,098				$ 3,549	$ 3,549							
1	FULL TIME	$ 29,470						$ 29,470						
1	FULL TIME	$ 29,470						$ 29,470						
1	FULL TIME	$ 29,470						$ 29,470						
1	FULL TIME	$ 58,656		$ 29,328	$ 29,328									
0.5	PART TIME	$ 20,000		$ 10,000	$ 10,000									
0.5	PART TIME	$ 15,844		$ 7,922	$ 7,922									
0.5	PART TIME	$ 7,036		$ 3,518	$ 3,518									
1	FULL TIME	$ 28,101		$ 14,051	$ 14,050									
1	FULL TIME	$ 30,576		$ 15,288	$ 15,288									
1	FULL TIME	$ 33,134		$ 16,567	$ 16,567									
1	FULL TIME	$ 27,851		$ 13,925	$ 13,926									
1	FULL TIME	$ 28,101		$ 14,050	$ 14,051									
1	FULL TIME	$ 27,851		$ 13,925	$ 13,926									
0.729	PART TIME	$ 14,781		$ 7,390	$ 7,391									
0.25	PART TIME	$ 1,741		$ 871	$ 870									
0.25	PART TIME	$ 1,741		$ 870	$ 871									
1	FULL TIME	$ 27,851		$ 13,926	$ 13,925									
0.25	PART TIME	$ 1,250				$ 625	$ 625							
		$ -												
		$ -												
		$ -				

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2025 through June 2026

Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Pisgah Legal Services

County: MADISON

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Elder Law Program (ELP) of Pisgah Legal Services collaborates with the Land of Sky Regional Council, Departments of Health and Human Services, Memory Care groups, domestic violence service agencies, shelter agencies and others. ELP staff provide information to human service and health care professionals who work with senior citizens in rural areas on how to identify and refer low-income seniors who require legal services to meet basic needs and live independently. A majority of our senior clients are low-income and unable to afford an attorney. In 2024, the average annual household income of our senior clients was $19,589. Pisgah Legal works to make our services accessible to clients by offering appointments by phone, in our Marshall office.

Pisgah Legal Services strives to meet the needs of minority elderly clients, including providing services to seniors with limited English proficiency. We employ more than 20 Spanish-English bilingual staff members who can assist senior clients. Pisgah Legal Services' client-base in 2024 reflected the racial diversity in Madison County.

July 2025 through June 2026

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Pisgah Legal Services agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Julie Kiger 8/5/25

(Authorized Signature) (Date)

Total		Service Transportation (Medical) 033	Service Transportation (General) 350	Service Congregate Nutrition 160	Service Home Delivered Meals 620	Service Personal Assistance - Home Management 041	Service 0 N/A	Service 0 N/A	Service 0 N/A	Service 0 N/A	Service 0 N/A	Service 0 N/A
313,784		$ 17,061	$ 4,379	$ 14,810	$ 116,767	$ 12,068	$ -	$ -	$ -	$ -	$ -	$ -
27,089		$ 1,896	$ 542	$ 8,668	$ 14,686	$ 1,897						
27,089		$ 1,896	$ 542	$ 8,668	$ 14,686	$ 1,897	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27,089		$ 1,896	$ 542	$ 8,668	$ 14,686	$ 1,897	$ -	$ -	$ -	$ -	$ -	$ -
293,473		$ 13,020	$ 5,317	$ 26,823	$ 140,852	$ 19,954	$ -	$ -	$ -	$ -	$ -	$ -
28,440		$ -	$ -	$ 19,847	$ 12,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
280,941		$ 140,461	$ 140,461									
30,010				$ 30,010								
310,952		$ 140,461	$ 140,461	$ 30,010	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6,400		$ 200	$ 800	$ 6,000	$ 300	$ -						
819,525		$ 351,021	$ 296,174	$ 137,956	$ 384,492	$ 35,916	$ -	$ -	$ -	$ -	$ -	$ -

Total	Admin. Cost	Service Transportation (Medical) 033	Service Transportation (General) 350	Service Congregate Nutrition 160	Service Home Delivered Meals 620	Service [illegible] 041	Service 0 N/A	Service 0 N/A	Service 0 N/A	Service 0 N/A	Service 0 N/A	Service 0 N/A
437,982	$ -	$ 111,000	$ 181,001	$ 58,729	$ 86,428	$ 83,410	$ -	$ -	$ -	$ -	$ -	$ -
163,845	$ -	$ 10,571	$ 39,572	$ 21,051	$ 93,051	$ -	$ -	$ -	$ -	$ -	$ -	$ -
601,827	$ -	$ 121,571	$ 220,573	$ 79,779	$ 179,479	$ 83,410	$ -	$ -	$ -	$ -	$ -	$ -
49,819	$ -	$ 11,786	$ 12,166	$ 9,161	$ 8,161	$ 6,951	$ -	$ -	$ -	$ -	$ -	$ -
140,541		$ 32,177	$ 42,174	$ 14,619	$ 18,661	$ 28,215						
81,328		$ 18,457	$ 18,453	$ 16,895	$ 16,797	$ 11,634						
5,262		$ 1,135	$ 1,137	$ 1,176	$ 1,176	$ 618						
1,919		$ 374	$ 374	$ 480	$ 281	$ 210						
84		$ 11	$ 11	$ 9	$ 9	$ 44						
764,275	$ -	$ 74,911	$ 74,574	$ 45,890	$ 45,885	$ 47,109	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6,400				$ 6,400								
78,000		$ 13,000	$ 13,500	$ 26,000	$ 26,000							
8,500		$ 3,000	$ 3,000	$ 1,000	$ 1,000	$ 500						
169,000		$ 73,000	$ 73,000	$ 10,000	$ 10,000							
98,000		$ 1,500	$ 1,500		$ 95,000							
20,400		$ 7,200	$ 7,200	$ 3,000	$ 3,000							
38,000		$ 1,000	$ 1,000	$ 18,000	$ 18,000							
130,000				$ 80,000	$ 50,000							

| | | |

Home and Community Care Block Grant for Older Adults

Pisgah Legal Services

PO Box 276

Asheville, NC 28802

County Funding Plan

Provider Services Summary

DAAS-732

County: MADISON

Budget Period: July 2025 through June 2026

Revision #: **Date:** 8/5/2025

	Serv. Delivery (Check One)		A				B	C	D	E	F	G 173,800	H	I
			Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
Services	Direct	Purchase	Access	In-Home	Other	Total								
Legal Assistance	X		$ -	$ -	$ 782	$ 782	$ 87	$ 869	$ -	$ 869	5	########	2	5
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ -	$ 782	$ 782	$ 87	$ 869	$ -	$ 869	5		2	5

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Signature, County Finance Officer Date

Julie Kiger 8/5/25

Authorized Signature, Title Date

Community Service Provider

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Madison County DSS

5707 U.S. Hwy25-70, Suite 1

Marshall, NC 28753

County Funding Plan

Provider Services Summary

DAAS-732

County: MADISON

Budget Period: July 2025 through June 2026

Revision #: **Date:**

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate	H Projected HCCBG Clients	I Projected Total Units
Transportation (Medical)	X		$ 17,064	$ -	$ -	$ 17,064	$ 1,896	$ 18,960	$ -	$ 18,960	1,778	$ 10.6614		15,000
Transportation (General)	X		$ 4,875	$ -	$ -	$ 4,875	$ 542	$ 5,417	$ -	$ 5,417	740	$ 7.3189		20,000
Congregate Nutrition	X		$ -	$ -	$ 78,010	$ 78,010	$ 8,668	$ 86,678	$ 16,640	$ 103,318	14,632	$ 5.9239		20,800
Home Delivered Meals	X		$ -	$ 126,767	$ -	$ 126,767	$ 14,085	$ 140,852	$ 12,800	$ 153,652	15,910	$ 8.8533		16,000
In-Home Aide-Level I - Home Management	X		$ -	$ 17,068	$ -	$ 17,068	$ 1,896	$ 18,964	$ -	$ 18,964	2,000	$ 9.4820		2,000
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ 21,939	$ 143,835	$ 78,010	$ 243,784	$ 27,087	$ 270,871	$ 29,440	$ 300,311	35,060		-	73,800

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Carrie M. Harris, Director 8/12/25

Authorized Signature, Title Date

Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Attachment 2.16

The | Governing Board: Board of Commissioners

of | Primary Government Unit: Madison County

and | Discretely Presented Component Unit (DPCU) (if applicable):

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and | Auditor Name: Mauldin & Jenkins, PLLC

Auditor Address: 4208 Six Forks Road, Suite 1000, Raleigh, NC 27609

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/25	12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the! Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall besubjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shallllbe rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate!DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basicIfinancial statements shall include budgetary comparison information in a budgetary comparison statement,lrather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $750,000 for a federal single audit and $500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/ or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment. see attached engagement letter

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

Number 26 above, as the Auditor does not have 25 or more employees in the State of North Carolina.

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision.* Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	*Title and Unit / Company:*	*Email Address:*
Kary Ledford	Finance Officer	kledford@madisoncountync.gov

OR Not Applicable ☐ *(Identification of SKE individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Madison County
Audit Fee (financial and compliance if applicable)	$ 47500
Fee per Major Program (if not included above)	$ 7000
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 7000
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 96,500

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	$
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Mauldin & Jenkins, PLLC	
Authorized Firm Representative (typed or printed)* James Bence	Signature* James W. Bence
Date* 08/05/25	Email Address* jbence@mjcpa.com

GOVERNMENTAL UNIT

Governmental Unit* Madison County	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)*	Signature*
Date 8-12-25	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	$ 96,500
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

MAULDIN & JENKINS

CPAs & ADVISORS

August 5, 2025

The Board of County Commissioners and
Rod Honeycutt, County Manager
Madison County, North Carolina
107 Elizabeth Lane
Marshall, North Carolina 28753

Attn: Kary Ledford, Financial Officer and Rod Honeycutt, County Manager

We are pleased to confirm our understanding of the services we are to provide Madison County, North Carolina (the County) for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Madison County, North Carolina as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. We will obtain and place reliance on the report of other auditors for the Madison County Housing Authority, a discretely presented component unit of the County. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of County's Proportionate Share of the Net Pension Liability - LGERS.

3. Schedule of County Contributions – LGERS.
4. Schedule of Changes in Total Pension Liability – LEOSSA
5. Schedule of Total Pension Liability as a Percentage of Covered Payroll – LEOSSA
6. Schedule of County's Proportionate Share of the Net Pension Liability (Asset) – Register of Deeds' Supplemental Pension.
7. Schedule of County Contributions – Register of Deeds' Supplemental Pension.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal and state awards.
2. Combining and individual fund statements.
3. Supplemental ad volorem tax schedues

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State of North Carolina Single Audit Implementation Act (State Single Audit Act).

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Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and State Single Audit Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and State Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

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We plan to obtain and place reliance on the report of other auditors for the Madison County Housing Authority, a discretely presented component unit of the County, assuming that our communications with the other auditors and review of their audit report and the financial statements of the Madison County Housing Authority provide sufficient and appropriate audit evidence on which to base our overall opinion on the aggregate discretely presented component units.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and State Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and State Single Audit Act.

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An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Madison County, North Carolina's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance and State Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Madison County's major programs. For federal and/or state programs that are included in the Federal or State Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Federal and/or State Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Madison County, North Carolina's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State Single Audit Act.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and State Single Audit Act based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by

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designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal award programs; state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and State Single Audit Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation

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letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of Madison County, North Carolina. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The County is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the County's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.



Engagement Administration, Fees, and Other
We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Madison County, North Carolina; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.



We expect to begin our audit on approximately July 21, 2025 and to issue our reports no later than December 31, 2025. James Bence is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $82,500 for the year ended June 30, 2025. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the Board of Commissioners of Madison County, North Carolina. We will make reference to other auditor's report on the Madison County Housing Authority in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



We appreciate the opportunity to be of service to Madison County, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

James Bence

RESPONSE:

This letter correctly sets forth the understanding of Madison County, North Carolina.

By: _____

Title: _____

Madison County Commissioners Meeting

Public Comment

August 12, 2025
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	Breanne Nelson	
2.		
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Attachment 6.1

Madison County
Board of Commissioners

Budget Amendment #1
August 12, 2025

Description	Line Item	Debit	Credit
Library			
Donations	10.3611.3200		$ 25.00
Friends of the Library	10.3611.4420		$ 739.26
Friends of the Library	10.3611.4420		$ 49,192.64
Travel	10.6110.3110	$ 764.26	
Capital Equipment	10.6110.5100	$ 49,192.64	
Register of Deeds			
Automation Fund	10.4185.1990	$ 63,435.00	
Transfer out of Automation	10.9900.0045		$ 63,435.00
IT			
Professional Services	10.4931.1990	$ 2,345.00	
Server Protection			
Sheriff's Office			
Professional Services: Legal	10.4310.1920	$ 65,200.00	
Maintenance			
Jail Expenses	10.4261.4100	$ 1,134,510.00	
Pod repair			
Administration			
Misc Income	10.3836.1100		$ 20,000.00
NC State Loan Program	10.3836.3000		$ 1,057,045.71
NC State Loan Program	10.7000.3000	$ 1,057,045.71	
2nd round of Helene Loan Program			
Education			
State Lottery Funds	10.5911.6340	$ 129,500.00	
State Lottery Funds	10.3591.0000		$ 129,500.00
Needs Based School	10.5911.6350	$ 99,998.27	
Needs Based School	10.3591.0000		$ 99,998.27
Opioid Settlement Fund			
Opioid Funds	37.3836.7000		$ 58,907.47
Professional Services	37.6500.1990	$ 58,907.47	
Janssen Payment 5			

Sales Tax				
1/4 cent sales tax	10.3232.3115		$	55,461.76
Education/Schools				
1/4 cent sales tax	10.5911.7200	$ 55,461.76		
Fund Balance				
Transfer from fund balance	10.3999.9999		$	1,134,510.00
Contingency	10.7000.0000		$	48,559.00