

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, January 8, 2019 at 7:00 p.m. at the Madison Campus of AB Tech, 4646 Hwy 25-70 Marshall, North Carolina.

In attendance were Chairman Norris Gentry; Vice-Chairman Wayne Brigman; Commissioners Matt Wechtel, Craig Goforth, and Mark Snelson; County Manager Forrest Gilliam; County Attorney Donny Laws; Clerk Mandy Bradley.

The meeting was called to order at 7:03 p.m. by Chairman Gentry.

### **Agenda Item 1: Agenda Approval**

Chairman Gentry called for agenda approval and made a motion to amend the agenda by adding, "Budget Amendment" to Agenda Item 8. The motion was seconded by Vice-Chairman Brigman and approved unanimously by the board.

### **Agenda Item 2: Approval of December 3, 2018 (Special) Minutes and December 11, 2018 (Regular) Minutes**

No changes to the minutes were made. Commissioner Wechtel made a motion to approve both sets of minutes, the motion was seconded by Commissioner Snelson, and approved unanimously by the board.

### **Agenda Item 3: Public Comment**

Charles Tolley-Mr. Tolley spoke regarding his concerns with a potential asphalt plant in the county.

Veronica Frisbee Gentry-Ms. Frisbee-Gentry spoke regarding her concerns with a potential asphalt plant in the county.

Emily Sontag-Ms. Sontag spoke regarding her concerns with a potential asphalt plant in the county.

Vicki Lane Skemp-Ms. Skemp spoke regarding her concerns with a potential asphalt plant in the county.

Keith Green-Mr. Green spoke regarding his concerns with a potential asphalt plant in the county.

Lauren Rutten-Ms. Rutten spoke regarding her concerns with a potential asphalt plant in the county.

Carl Batchelder-Mr. Batchelder spoke regarding his concerns with a potential asphalt plant in the county.

Doug Bruggenan-Mr. Bruggenan spoke regarding his concerns with a potential asphalt plant in the county.

Liz Gullum-Ms. Gullum spoke regarding her concerns with a potential asphalt plant in the county.

Cole Simonson-Mr. Simonson spoke regarding his concerns with a potential asphalt plant in the county. (Attachment 3.1)

**Agenda Item 4: Recognition of Greater Ivy Community Citizens Association Members**

The board recognized the Greater Ivy Community Citizens Association for their work at the Beech Glen Community Center. Chairman Gentry presented the members with a certificate of appreciation.

**Agenda Item 5: Chris Watson, Community Housing Coalition Annual Report Presentation**

Chris Watson and Chris Brown presented on behalf of the Community Housing Coalition. The Annual Report was given and an update of operations as well as areas that the Coalition is working in Madison County were presented. Information regarding the Urgent Repairs Program was also reviewed with the Board. (Attachment 5.1)

**Agenda Item 6: Connie Harris, Department of Social Services**

Ms. Harris discussed with the Board the MOU Modification between the North Carolina Department of Health and Human Resources and Madison County. She presented the Agreement which Chairman Gentry made a motion to approve. The motion was seconded by Commissioner Brigman and unanimously approved by the board. (Attachment 6.1)

**Agenda Item 7: Brooke Smith, Human Resources Director**

Ms. Smith presented the recommendation from the Dental Center at the Madison County Health Department for the employment of Breanna Aumiller as a Dental Assistant. Vice-Chairman Brigman made a motion to hire Ms. Aumiller. The motion was seconded by Commissioner Goforth and unanimously approved by the board.

Ms. Smith presented the recommendation from the Dental Center at the Madison County Health Department for the employment of Shirika Singleton as Lead Dental Assistant. Commissioner Wechtel made a motion to hire Ms. Singleton. The motion was seconded by Chairman Gentry and unanimously approved by the board.

Ms. Smith presented the recommendation on behalf of the interview team that Melissa Massey be hired as the part-time temporary 5310 driver to the Madison County Transportation Department. Vice-Chairman Brigman made a motion to hire Melissa Massey for the 5310 part-time temporary driver. The motion was seconded by Commissioner Wechtel and unanimously approved by the board.

Ms. Smith presented the recommendation on behalf of the interview team for the employment of David Adams, Mike Frady, and Larry Anders as part-time temporary substitute van drivers. Commissioner Goforth made a motion to approve. The motion was seconded by Commissioner Wechtel and unanimously approved by the board.

Ms. Smith requested that current part-time 911 Telecommunicator Rachel Cooper be moved to full-time Telecommunicator. Vice-Chairman Brigman made a motion that Ms. Cooper be moved from part-time 911 Telecommunicator to full-time Telecommunicator. The motion was seconded by Commissioner Snelson and unanimously approved by the board.

Ms. Smith requested that current 911 Supervisor Caleb Dispenza be named the Interim Emergency Services Director. Vice-Chairman Brigman made a motion that Caleb Dispenza be named the Interim Emergency Services Director. The motion was seconded by Chairman Gentry and unanimously approved by the board.

Ms. Smith requested on behalf of herself and the Solid Waste Director that the board approve moving the current Roll Off Driver, Lee Mathis to the position of Inspector. Chairman Gentry made a motion to take the recommendation. Commissioner Snelson seconded the motion and the board voted unanimously to approve.

**Agenda Item 8: Rhea Hollars, Finance Officer**

**a. December Financial Report**

Ms. Hollars presented and discussed with the board the December 31, 2018 Financial Report. She also presented and discussed checks that had been paid out in the month of December, 2018. (Attachment 8.1)

**b. Budget Amendment**

Budget Amendment 8 was presented to the board by Ms. Hollars. Budget Amendment 8 was discussed and Vice-Chairman Brigman made the motion to approve 2019 Budget Amendment 8. Chairman Gentry seconded the motion and the board voted unanimously to approve. (Attachment 8.2)

Ms. Hollars presented and discussed Budget Amendment 8B with the board. Chairman Gentry made a motion to approve budget amendment 8B. Vice-Chairman Brigman seconded the motion and the board voted unanimously to approve. (Attachment 8.3)

**Agenda Item 9: Forrest Gilliam, County Manager**

**a. Manager Update**

Mr. Gilliam presented the Manager's Update to the board.

The update included a list of projects funded by the Qualified School Construction Bond which was discussed with the board.

Mr. Gilliam noted that the Administration Building would be opening back up by the end of the week.

Additionally, Mr. Gilliam discussed the budget and a possible vehicle addition to the County fleet that could be shared between departments.

**b. Contract-Pearson's Appraisal**

Mr. Gilliam discussed the Pearson's Agreement with the board. He presented the agreement and Chairman Gentry made a motion to approve the contract for Pearson's Appraisal as presented by the County Manager. The motion was seconded by Commissioner Wechtel and unanimously approved by the board. (Attachment 9.1)

**c. Surplus Property**

Lot 122 at Bear River Lodge previously received a bid of \$500.00. It was then advertised for upset with no upset bids being received. Vice-Chairman Brigman made a motion to deny the offer of \$500.00 for the lot. Commissioner Snelson seconded the motion and Chairman Gentry, Vice-Chairman Brigman, Commissioner Goforth, and Commissioner Snelson each voted in favor. Commissioner Wechtel voted opposed.

**Closed Session**

Chairman Gentry made a motion to enter into closed session. The motion was seconded by Vice-Chairman Brigman and unanimously approved by the Board.

Chairman Gentry made a motion to return to open session. The motion was seconded by Vice-Chairman Brigman and unanimously approved by the Board.

**Adjournment**

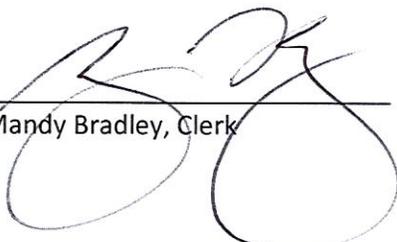
Chairman Gentry made a motion to adjourn the meeting. The motion was seconded by Vice-Chairman Brigman and unanimously approved by the Board.

This the 8th day of January, 2019.

MADISON COUNTY

  
\_\_\_\_\_  
Norris Gentry, Chairman  
Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Mandy Bradley, Clerk



# Madison County Commissioners Meeting Public Comment

January 8, 2019

7:00pm

A-B Tech, Madison Campus

3 Minute Time Limit

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

- ✓1. Charles Tolley
- ✓2. Veronica Frisby - Gentry
- ✓3. Emily Sontag
- ✓4. Vicki Lane Skemp
- ✓5. KEITH GREEN
- ✓6. LAUREN RUTTEN
- ✓7. CARL BATCHELDER
- ✓8. Doug Bruggeman
- ✓9. LIZ Gullum
10. ~~Vicki Skemp~~
- ✓11. Cole Simonson
- 12.
- 13.
- 14.
- 15.

# Community Housing Coalition of Madison County

## 2018 Annual Report



*An independent nonprofit improving housing & building community, one home & one neighbor at a time.*

### CHC's work in the community this past year:

- 129 Individuals served by CHC's home rehabilitation efforts
- 70 Homes repaired by volunteers & CHC grant dollars
- 61 Homes served by volunteer programs (8 NHN and 53 summer mission groups)
- 26 Accessibility improvements completed for elderly and disabled folks, such as wheelchair ramps, flooring & deck repairs, and bathroom remodels
- 10 Roofs replaced
- 2 Well & septic systems installed or repaired

### Demonstration of the great need that still remains:

- 116 Madison County families currently awaiting CHC's assistance
- 64 New applications in 2018
- 34 Homes that need roof replacements
- 27 Homes that need accessibility improvements
- 6 Homes that have well & septic systems in need of repair or replacement

### 2018 Summer Mission Group Annual Investment:

<b>\$416,131</b>	<b>Total Value of Summer Group Activity in Madison County in 2018</b>
\$196,000	Volunteer economic activity to buy food, fuel, housing and recreation
\$149,740	Value of In-kind labor (\$10/hr.)
\$ 70,391	In-kind Material Donations
\$ 3,892	Average Investment Per Client
14,754	In-kind Labor Hours
784	Total Individual Volunteers
15	Total Client Volunteers

### 2018 Neighbors Helping Neighbors Program Impact:

<b>\$10,967.50</b>	<b>Total Value of In-Kind Donations</b>
\$ 9,017.50	Value of In-kind labor (\$10/hr)
\$ 1,950.00	In-kind Material Donations
901.75	In-kind Labor Hours
77	Total Individual Volunteers
11	Total Client Volunteers

## 2018 Program Grants Impact:

- NC Housing Finance Agency Urgent Repair Program to alleviate conditions which pose an imminent threat to life or safety:
  - Served 37 homes and 71 individuals with a total of \$100,000 in 2018
- HOME Investment Partnership Program
  - Served 3 homes and 8 individuals with a total of \$61,100 in 2018

*Total Community Investment (\$ brought in and spent in Madison County) in 2018:*  
**\$429,441**



**Pictured Above:** Volunteers working alongside a family this last summer to demolish and rebuild an unsafe deck at their main home entry/exit.

**Community Housing Coalition of Madison County**

P.O. Box 1166 Marshall, NC 28753

Phone: 828-649-1200

Website: [www.chcmadisoncountync.org](http://www.chcmadisoncountync.org)

Email: [chc@chcmadisoncountync.org](mailto:chc@chcmadisoncountync.org)



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

**ROY COOPER** • Governor  
**MANDY COHEN, MD, MPH** • Secretary  
**MICHAEL BECKETTS, MSW, MS, MEd** • Assistant  
Secretary

November 14, 2018

Dear County Manager and County Director of Social Services:

A Modification Agreement for the Memorandum of Understanding (MOU) covering Fiscal Year 2018-2019 is attached. These modifications have been made in response to the feedback and information received from counties following the execution of the MOU's and our ongoing analysis of performance data.

Specifically, ~~the modifications to the MOU move nine (9) additional performance measures from static to growth measures, for a total of 17 growth measures, five (5) of the measures have been updated to align with federal benchmarks, and one (1) of the measures has been removed.~~ The attachment to this letter describes each element that has been modified.

Further, given the impact of Hurricane Florence on county and state operations, the Department is modifying the MOUs to clarify that ~~no performance improvement or corrective action will be initiated on the basis of this MOU for Fiscal Year 2018-2019.~~ Ongoing oversight and monitoring activities will continue as they have in prior years.

~~DHHS is in the process of creating reports that will allow counties to pull the data for their county's performance on all measures.~~ Additionally, we are creating a data validation process and will work collaboratively with counties to validate the performance data.

Attached is a list of the specific changes made in this Modification Agreement. All other parts of the MOU remain in effect and unchanged.

Thank you for your continued partnership to ensure the safety, health, and well-being of the children, families and adults served by these programs. As always, please contact me if you have questions, ideas or concerns.

Please return the signed Modification Agreement to Paris Penny by email at [Paris.Penny@dhhs.nc.gov](mailto:Paris.Penny@dhhs.nc.gov) no later than December 17, 2018.

Sincerely,

A handwritten signature in black ink that reads "M. Becketts".

Michael A. Becketts  
Assistant Secretary for Human Services

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • OFFICE OF COMMUNICATIONS**

LOCATION: 101 Blair Drive, Adams Building, Raleigh, NC 27603  
MAILING ADDRESS: 2001 Mail Service Center, Raleigh, NC 27699-2001  
[www.ncdhhs.gov](http://www.ncdhhs.gov) • TEL: 919-855-4840 • FAX: 919-733-9903

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

## Modifications to the MOU

- 1) **Section 2.1:** Clarifying language that the Department will not take any actions under Attachment X on the basis of the MOU for fiscal year 2018-2019.
- 2) **Section 12.0:** Change to the Department's point of contact
- 3) **Section 14.0:** Clarifying language that for some performance measures, a County will be assessed based on an individualized growth measure and not the standard performance measure.
- 4) **Attachment I through IX - Performance Measurements:**
  - a. The format of the performance measurements has been modified. This modification creates three columns: Standard Measure, County Performance Measure and the Rationale and Authority. The Standard Measure is the statewide measure based upon federal or state law, rule or policy identified in the Authority. The County Performance Measure will be the county-specific target. For some performance measures, this county measure will be the same as the Standard Measure for all counties. For other performance measures this county measure will be the growth measure tailored to each individual county to be determined for next fiscal year's MOU.
  - b. Included with every performance measure is an expanded rationale giving additional background and context to the required measure as well as updated and additional citations to the authority from which the measure is derived.
  - c. Specific Attachments:
    - i. Attachment I: Child Welfare – Child Protective Services (CPS)
      - The two CPS performance measures have been changed to growth measures.
    - ii. Attachment II: Child Welfare – Foster Care
      - All Foster Care performance measures have been changed to growth measures.
      - We have deleted the Foster Care performance measure which read: "The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority."
      - We have amended the Standard Measure from 41% to 40.5% for the Foster Care performance measure which previously read: "The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care."
      - We have amended the Standard Measure from 9% to 9.1% for the Foster Care Performance Measure which previously read: "For all children who were victims of maltreatment during a twelve-month period, no more than 9% received a subsequent finding of maltreatment."
    - iii. Attachment III: Child Support
      - Each Child Support performance measure will remain growth measures.
      - In the first four Child Support performance measures, we have included in the text of the Standard Measures what is required under federal law.
      - The fifth Child Support performance measure remains unchanged.
    - iv. Attachment IV: Energy Programs
      - These performance measures will remain the Standard Measure for each county.

- The Rationale and Authority for these performance measures has been updated.
  - v. Attachment V: Work First
    - The first two of these performance measures have been changed to growth measures.
    - The remaining two performance measures will continue as the Standard Measure for all counties. The standard measure has been changed from 100% of applications and recertifications processed in the given timeframe to 95% of applications and recertifications processed in the given timeframe.
  - vi. Attachment VI: Food and Nutrition Services
    - These performance measures will remain the Standard Measure for each county.
    - We have amended the Standard Measure from 100% to 90% for the Food and Nutrition Services performance measure which previously read: “The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.”
  - vii. Attachment VII: Adult Protective Services
    - Each Adult Protective Services measure has been changed to a growth measure.
  - viii. Attachment VIII: Special Assistance
    - Each Special Assistance measure has been changed to a growth measure
  - ix. Attachment IX: Child Care Subsidy
    - This performance measure will remain the Standard Measure for each county
    - The Rationale and Authority for this performance measure has been updated
- 5) **Attachment X - Corrective Action**
- a. We have inserted a clarification that the Department will not initiate any actions set forth in Attachment X during this fiscal year.

**Modification Agreement to the  
MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
MADISON COUNTY**

The parties agree to modify the MOU as set forth below. The terms and conditions set forth in the MOU are adopted by reference and fully incorporated as if set forth herein. The terms of this Modification Agreement supersede and replace any conflicting or contrary terms of the MOU.

**2.1 Default and Modification**

**Performance Improvement/Corrective Action:** Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

**12.0 Notice**

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

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

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michael Becketts, Assistant Secretary NC Department of Health and Human Services 2001 Mail Services Center Raleigh, NC 27699-2001	Michael Becketts NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Michael.Becketts@dhhs.nc.gov

**14.0 Responsibilities of the County**

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

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX. For a County Performance Measure designated in Attachments I through IX as a Growth Measure, the County's performance will be assessed based on its achievement of this Growth Measure. The County will ultimately work towards achievement of the Standard Measure.

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - CPS Assessments**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative &amp; Family Assessments</p>
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - Foster Care**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	Ensure the ongoing safety of children and the engagement and well-being of families.  Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.  National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.  CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.  National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	Ensure that children who are removed from their homes experience stability while they are in foster care.  CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.  National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:  
Child Support**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
1	80% of paternitys established or acknowledged for children born out of wedlock.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Paternity establishment is an essential component in obtaining and enforcing support orders for children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1</p>
2	80% of child support cases have a court order establishing support obligations.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>A court order creates a legal obligation for a noncustodial parent to provide financial support to their children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1</p>
3	80% of current child support paid.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>The current collections rate is an indicator for the regular and timely payment of child support obligations.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1</p>
4	80% of cases received a payment towards arrears.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Collection of child support has been shown to reduce child poverty rates and improve child well-being.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1</p>

5	The county will meet its annual goal of total child support collections.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness.</p> <p>42 USC § 652(g)(1)(A)  42 USC § 658a(b)(6)(E)  NCGS 110-129.1</p>
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**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:  
Energy Programs**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
<b>1</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible.  42 USC §§ 8621-8630 10A NCAC 71V
<b>2</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis.  42 USC §§ 8621-8630 10A NCAC 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:  
Work First**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities.  TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours.  TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)
3	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner.  TANF State Plan FFY 2016 - 2019 NCGS 108A-31
4	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption.  TANF State Plan FFY 2016 - 2019 NCGS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:  
Food and Nutrition Services**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
<b>1</b>	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes.  7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015
<b>2</b>	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes.  7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015
<b>3</b>	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption.  7 CFR § 273.14
<b>4</b>	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly.  7 CFR § 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:  
Adult Protective Services (APS)**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment.  NCGS 108A-103
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation.  NCGS 108A-103

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:  
Special Assistance (SA)**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:  
Child Care Subsidy**

	<b>Standard Measure</b>	<b>County Performance Measure</b>	<b>Rationale and Authority</b>
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	Ensure that families can place their children in quality child care without undue delay.  North Carolina Child Care Development Fund State Plan

## ATTACHMENT X— CORRECTIVE ACTION

For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU..

### 1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)\*\* fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

### 2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
  - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
  - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

### 3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended

period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.

- b. The corrective action plan shall include, at a minimum:
  - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
  - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
  - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
  - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

**4. Failure to Complete Corrective Action Plan/Urgent Circumstances**

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

\*\* In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

**Effective Date:** This Modification Agreement shall become effective upon the date of execution by both parties and shall continue in effect until June 30, 2019.

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

**Madison County**

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**North Carolina Department of Health and Human Services**

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

The following claims have been submitted to and paid by Madison County Finance for the month of December, 2018.

4-H MADISON COUNTY	125.00	
A-B TECHNICAL COMMUNITY COLLEGE	9,375.00	
AB TECH	45.00	
ACTION LOCK COMPANY	140.00	
ADPRO PROMOTION PRODUCTS	266.53	
HARRY ALLEY	266.85	
AMAZON.COM	238.66	
AMERIGAS	910.07	
ANCHOR QEA OF NC	9,721.82	
ANDA INC.	238.39	
DUANE AND CHRISTY ANDERSON	475.00	
JENNIFER ANGEL	41.12	
APPALACHIAN COUNSELING & PSYCHOLOGY	825.00	
WILLIAM ARNDT	460.00	
ASHEVILLE BOLT AND SCREW	137.32	
ASHEVILLE COMMUNICATIONS	4,597.74	
ASHEVILLE RADIOLOGY ASSOCIATION	285.54	
ATLANTIC MEDICAL SOLUTIONS	237.02	
AUTOMART TOWING	375.00	
BAKER & TAYLOR BOOKS-550404	885.64	
SHARON BALL	77.00	
CANDICE BALLARD	79.52	
BAPTIST CHILDREN'S HOME OF NC	43,896.00	
POLLY BARFIELD	191.82	
BARIUM SPRINGS HOME FOR CHILDREN	14,799.67	
BLACK MOUNTAIN HOME FOR CHILDREN	9,499.00	
DANNIE BLACKWELL	100.00	
BLUE RIDGE ELECTRIC MOTOR REPAIR	957.59	Landfill - Equip Repairs
BLUE TARP FINANCIAL, INC	149.79	
AUSTIN BLYTHE	36.86	
BOB BARKER COMPANY INC	85.64	
BONNIE AND CLYDES	88.59	
SCOTT BOONE	84.24	
MARCI BRATZ	168.00	
SHANNON BRAZIL	75.32	
D WAYNE BRIGMAN	400.00	
SHARON BRIM	12.51	
BROADWAY PROPERTIES	3,840.00	Refund overpayment of taxes
COURTNEY BROWN	91.56	
BUCKNER OIL CO.	10,204.83	Landfill=3704.83, DSS Assistance=6500.00
BY PASS AUTOMOTIVE	277.84	
DILLON CANTRELL	60.00	
CAPITAL BANK	12.50	
CARING FOR CHILDREN	2,198.00	
CAROLINA THERAPEUTIC SERVICES	2,680.00	
CAROLINA TRACTOR	1,290.00	Maint=12.90, SD=1096.50, 911=110.94, Nutr=69.66
CAROLINAS IT	350.00	
KRYSTAL CARPENTER	667.00	
RICKIE CARVER	388.80	
EVELYN CASSIDY	177.52	
CAVERT WIRE COMPANY INC	1,272.21	Landfill
CELLEBRITE INC.	6,480.00	SD=Capital Outlay
CENTER POINT LARGE PRINT	532.08	
CHAMPION SUPPLY	386.88	
NEIL CHANDLER	4,200.00	DSS- Wood
MARY CHANDLER	16.20	
CHARTER COMMUNICATIONS	2,556.00	
CHILDREN'S HOME SOCIETY OF NC	2,866.00	
CINTAS CORPORATION #223	724.59	

CLEAR SKY BEHAVIORIAL LLC	1,980.00	
RONALD AND JENNIFER COATES	475.00	
VANESSA COLLINS	634.00	
CONSOLIDATED ELECTRICAL DISTF	1,144.96	Maint
CROSSNORE SCHOOL	12,853.00	
CUSTOM DATA PROCESSING	848.91	
DECOLA'S INC	175.00	
ANNE MARIE DELANEY	72.59	
DEMCO, INC.	882.30	Library
DHHS - CONTROLLER'S OFFICE	74.00	
DISH NETWORK	74.71	
DIXON HUGHES GOODMAN LLP	4,200.00	HD - Professional Svcs
KATRINA DODSON	90.36	
DODSON PEST CONTROL	70.00	
DONNY J. LAWS, ATTORNEY	4,021.40	
DUKE ENERGY PROGRESS	1,061.83	
MADISON DURHAM	81.45	
EBSCO SUBSCRIPTION SERVICE	833.62	
BOBBY EDWARDS	196.71	
RUTH EDWARDS	52.65	
ROSIE EISENBERG	97.91	
ELECTION SYSTEMS & SOFTWARE,	1,024.00	
ELIADA HOME FOR CHILDREN	11,841.00	
FERGUSON ENTERPRISES #1271	1,590.99	
FIRST CITIZENS BANK	1,223.99	
MITCHELL FISHER	16.42	
FLEETWOOD DANIELS GROUP, LLC	9,615.00	Remediation Consultation Services
PATRICIA FRANKLIN	35.00	
FRENCH BROAD EMC	39,177.19	
FRENCH BROAD REAL ESTATE	2.55	
FRIENDS OF ANIMALS	1,010.00	Spay & Neuter Pass Through
FRIENDS OF HOT SPRINGS LIBRAR	900.00	
FRONTIER	9,041.70	
G&B ENERGY	3,184.28	
GERALD GAULT	6.81	
NORRIS GENTRY	720.00	
FORREST GILLIAM	900.00	
CRAIG GOFORTH	400.00	
ADAM AND KELLY GOINS	634.00	
GRANTS SERVICE	449.52	
GRAPHIC DESIGNS INTERNATIONAL	476.39	
GREENVILLE NEWS/ CITIZEN-TIMES	739.74	
DONALD GRIFFIN	160.00	
NATIVE TREE WORKS	800.00	
GRIFFIN WASTE SERVICES	865.00	
REBECCA LYNN HAMLIN	45.35	
BETTY HART	188.16	
HAYNES TECHNOLOGIES	624.49	
MELINA HEAL	44.80	
DEE HEINMULLER	252.00	
HENDERSON'S FLOORING	16,055.48	Installation of flooring at Admin Bldg
HENRY SCHEIN INC	873.39	
VICKI HENSLEY	96.30	
DANIEL M HOCKADAY	3,493.75	
HOMETRUST BANK	10.00	
HOPE- A WOMEN'S CANCER CENTE	1,039.18	
HOT SPRINGS HEALTH PROGRAM	7,972.00	
TOWN OF HOT SPRINGS	80.90	
SHAWN HOWELL	86.24	
HRA BBQ, LLC	128.97	
MEGAN HUNTER	475.00	
IMAGE DENTAL ARTS, INC	1,649.75	

INGLES STORES #28	581.14	
INTERIOR SYSTEMS, INC	677.86	
J D GOSNELL TRUCKING	24,941.28	Transport to Market
J.E. GREEN COMPANY	12,994.00	Early College - final pay app
JAMES RIVER EQUIPMENT	142.08	
JOANN JENKINS	135.45	
JIM CAMPEN TRAILER SALES, INC.	2,077.21	Maint - Bldg repairs
BARBARA JUSTICE	162.00	
KIMBERLY KELLY	54.90	
CINDY KENT	47.25	
LABORATORY CORP.OF AMERICA	1,137.25	
LAKEWAY RECYCLING & SANITATIC	19,306.85	Transport to Market
LAUREL VOLUNTEER FIRE DEPT	125.00	
LERETA LLC	4,628.76	Refund overpayment of taxes
RAY LEWIS	300.00	
LEXIS NEXIS	297.06	
LINDER INDUSTRIAL MACHINERY	2,156.57	Landfill - Equip Repairs
LOCAL GOVERNMENT CREDIT UNIC	373.51	
CARMEN LOREDO	209.00	
EMILY LOVE	1,209.00	
LOWES BUSINESS ACCOUNT	69.42	
MADISON CO TAX COLLECTOR	1,271.67	
MADISON COUNTY BOARD OF EDUC	273,312.00	
DENTAL CLINIC	340.00	
MADISON COUNTY SHERIFF'S DEPA	40.00	
MADISON COUNTY TAX COLLECTOR	167.87	
MAHEC	13,342.00	Triple P
MICHAEL C. MANEY	161.55	
MARS HILL BAPTIST CHURCH	50.00	
MARS HILL MEDICAL CENTER	62.99	
MARS HILL UNIVERSITY	364.00	
MARSH PROPANE	1,017.87	
TOWN OF MARSHALL	4,174.93	
MASHBURN MEDICAL CENTER	3,715.42	
MAXIMUS, INC.	4,200.00	
MCSWD	14.42	
MED-EXPRESS, INC	123.62	
MEMORIAL MISSION HOSPITAL	93,889.00	
SANDI METCALF	36.90	
MIDDLE LAUREL CHURCH OF GOD	200.00	
MIDWEST TAPE	236.63	
HEATHER MIKUS	48.72	
CALEB AND SAVANNAH MILLER	475.00	
CYNTHIA MILLER	62.16	
MISSION HOSPITALS INC.	876.62	
VICTORIA MITCHELL	2.27	
KATHY MOON	581.00	
MOUNTAIN VALLEY SPRING WATER	278.10	
MUSIAL LAW FIRM	700.40	
N.C. DEPARTMENT OF ADMINISTRA	240.00	
NALBOH	200.00	
NAPWDA	45.00	
NATIONAL ASSOCIATION OF COUN	450.00	
NC DHHS OFFICE OF THE CONTROL	40.00	
NC ASSOCIATION OF REGISTER OF	325.00	
NC CHILD SUPPORT	196.16	
NC DEPARTMENT OF ADMINISTRAT	274.57	
NC DEPT OF PUBLIC SAFETY	1,620.67	
NC DEPT OF REVENUE	7,511.00	
NC DMV	6.00	
NC PUBLIC HEALTH ASSOCIATION	195.00	
NC STATE BOARD OF ENVIRONMEN	150.00	

NC STATE BUREAU OF INVESTIGAT	3,855.00	
NEVERFAIL LLC	999.00	
NEW HOPE GROUP HOME	794.00	
KATHY NEWELL	138.05	
NORTHERN SAFETY CO	148.84	
NORTON TIRE	1,160.00	
NTA INC	61.03	
O A GREGORY INC	41,840.00	Landfill=2340.00, DSS=39500.00
OFFICE DEPOT	1,416.01	Tax=56.68, Elect=110.30, DSS=841.73, Lib=407.30
RANDY OLLIS	40.00	
ANGELA PARKER	50.40	
CURNAL PAYNE	38.87	
IVY PAYNE	54.00	
LISA PAYNE	250.00	
PCARD-FIRST CITIZENS	3,350.23	
PETER PERDOMO	1,400.00	SD - Building Repairs
PITNEY BOWES	750.81	
POSTAGE BY PHONE ACCT 4043113	2,600.00	
RACHEL POTTER	100.35	
EDDIE POWELL	4.66	
PHILLIP PRESNELL	29.25	
JOHN AND AMANDA PRESSLEY	950.00	
KATHY PRICE	75.87	
PRIME HEALTH SERVICES	12,092.55	
PROJECT CHALLENGE NC, INC.	2,991.42	
PURCHASE POWER	516.65	
QUILL CORPORATION	577.89	
MARTHA RAMSEY	400.00	
LEROY RASH	4.47	
READ'S UNIFORMS, INC	227.75	
AMY REESE	173.60	
JOYCE REESE	640.00	
REESE TRAILER SALES	179.34	
REGISTER OF DEEDS' SUPPLEMEN	381.39	
DARLYNE RHINEHART	365.61	
CLAYTON RICE	35.00	
VELDA RICE	187.92	
RICK'S AUTO PARTS INC.	745.13	
SAM'S CLUB DIRECT	301.12	
J.B. SAMS	27.45	
LISA SEARS	107.12	
WILLIAM SEARS	45.63	
DELILAH SELF	125.00	
SENTIMENTAL PRODUCTIONS	190.00	
SERVICEMASTER PBM, INC.	2,630.00	
HEATHER SHARP	222.12	
REBECCA SHARP	225.00	
ORVAL SHELTON	35.28	
SHRED IT	195.59	
SIGNSERV	661.85	
SISTERS OF MERCY HEALTH DESIG	75.00	
DYATT F SMATHERS	360.00	
SMOKY MOUNTAIN DINER	11,556.70	
MARK SNELSON	400.00	
SOUTHERN SOFTWARE INC.	852.00	
SANDRA STANLEY	59.76	
STAPLES	124.92	
AMANDA STATON	200.00	
JOHN STEWART	200.00	
SHARON S. SWEEDE	400.00	
SYSCO FOOD SERVICES KNOXVILL	4,538.50	
KATELYN TAGG	634.00	

TERMINIX SERVICE	85.00	
THE GLASS SHOP OF MARS HILL	394.98	
THE NEWS RECORD	35.00	
JACOB THERRIN	218.40	
THOMPSON FC	4,430.00	
MONRO MUFFLER BRAKE, INC	3,168.70	SD
SANDRA TOLLEY	300.00	
TRACTOR SUPPLY CO	197.91	
BLUE MOUNTAIN STORAGE	600.00	
U.S. BANK VOYAGER FLEET SYSTEI	10,001.05	
U.S. CELLULAR	1,627.90	
U.S. TIRE RECYCLING, L.P.	2,874.77	
UNC SCHOOL OF GOVERNMENT	225.00	
UNITED STATES POSTAL SERVICE	218.00	
USF HEALTHCARE CONSULTING	1,791.68	
VALUE PRINT OF MARS HILL	581.79	
VERIZON	2,281.05	
VERIZON BUSINESS	1,364.32	
CHRISTA ANN WALLIN	35.00	
JERRY WALLIN	325.00	
ROBIN WALLIN	108.38	
WALNUT SERVICE CENTER	5,292.31	Landfill=501.73, Nutr=386.97, DSS=91.55, Trans=1383.54,
MATTHEW WECHTEL	400.00	SD=2928.52
WEX BANK	6,252.57	
ANTHONY WILLIAMS	280.00	
WILSON'S CONSTANT CARE	516.00	
JUDITH WOODY	49.05	
BETHANY WYATT	112.34	
<b>TOTAL</b>	<b>919,652.46</b>	

**MADISON COUNTY  
MONTHLY FINANCIAL REPORT**

**Bank balances at December 31, 2018 are as follows:**

	Unrestricted	Restricted
General Fund	\$ 1,169,851.12	
Debt Service Fund	\$ 204,130.97	
Capital Outlay Fund	\$ 325,900.07	(Includes funds for new voting machines)
Capital Management	\$ 6,638,658.10	
Occupancy Tax Fund		\$ 97,033.04
Revaluation Fund		\$ 530,572.42
Tourism Development		\$ 415,304.09
Automation Fund		\$ 151,746.10
Drug Seizure Fund		\$ 11,145.02
Inmate Trust Fund		\$ 6,377.65
Soil & Water Conservation		\$ 82,251.62

**Total of All Accounts:                   \$ 8,338,540.26   \$ 1,294,429.94**

New Jail Loan	\$ (649,344.00)
Cooperative Extension Loan	\$ (55,317.00)
School Debt Service	\$ (429,667.00)
40-42 Set Aside for Schools	\$ (1,048,895.34)
Unspent Grant/Restricted Proceeds	\$ (989,420.66)
Medicaid Cost Settlement	\$ (578,082.22)
Encumbered Amounts	\$ (3,492,684.82)

**Total Unassigned and  
Unrestricted Bank Balances           \$ 1,095,129.22**

	General	Landfill	911	Total
<b>Unassigned and Unrestricted totals by Fund:</b>	<b>\$ 897,879.55</b>	<b>\$ 2,453.23</b>	<b>\$ 194,796.44</b>	<b>\$ 1,095,129.22</b>

**Notes:**

Occupancy Tax Fund - Balance is low because every quarter you must give 97% of the receipts to the TDA and 3% to the county.

**SUMMARIES:**

<b>General Fund</b>	<b>MTD</b>	<b>YTD</b>		<b>% OF BUDGET</b>	<b>YEAR TO DATE 12/17</b>
Revenues to Date:	\$ 3,331,695.95	\$ 12,419,196.60		49.67	\$ 13,083,196.27
Expenditures to Date:	\$ 1,625,683.15	\$ 10,556,743.77	\$ 3,095,930.84	42.22	\$ 10,265,471.97
Gain/Loss to Date:	\$ 1,706,012.80	\$ 1,862,452.83			\$ 2,817,724.30
Contingency	\$ 247,330.16				

<b>Landfill</b>	<b>MTD</b>	<b>YTD</b>	<b>Encumbered</b>	<b>% OF BUDGET</b>	<b>YEAR TO DATE 12/17</b>
Revenues to Date:	\$ 390,159.01	\$ 1,322,312.56		65.36	\$ 1,437,635.80
Expenditures to Date:	\$ 138,103.65	\$ 1,017,591.33	\$ 370,561.02	50.30	\$ 957,863.08
Gain/Loss to Date:	\$ 252,055.36	\$ 304,721.23			\$ 479,772.72
Contingency	\$ 3,177.89				

<b>911 Emergency Telephone Services</b>	<b>MTD</b>	<b>YTD</b>	<b>Encumbered</b>	<b>% OF BUDGET</b>	<b>YEAR TO DATE 12/17</b>
Revenues	\$ 17,325.19	\$ 86,625.95		41.67	\$ 99,553.85
Expenditures	\$ 12,289.05	\$ 88,198.52	\$ 26,192.96	42.42	\$ 87,288.77
Gain/Loss	\$ 5,036.14	\$ (1,572.57)			\$ 12,265.08
Contingency	\$ -				

Percentage of budget at December 31, 2018 is 50.00%

**GENERAL FUND:**

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 12/17
Vehicle Tax	\$ 66,390.54	\$ 406,609.94	45.18	\$ 383,260.22
Overages/Underages	\$ 3.30	\$ 6.32		\$ (0.51)
Ad Valorem Tax Interest	\$ 5,528.00	\$ 30,455.15	15.23	\$ 148,953.78
Late Listing Fee	\$ 1,786.41	\$ 3,106.98	31.07	\$ 6,259.33
Legal Fees	\$ -	\$ -		\$ 1,490.00
2003 Ad Valorem Tax	\$ -	\$ -	-	\$ 274.47
2004 Ad Valorem Tax	\$ -	\$ 133.71	106.94	\$ 282.11
2005 Ad Valorem Tax	\$ -	\$ 101.07	101.07	\$ 464.76
2006 Ad Valorem Tax	\$ -	\$ 144.32	96.21	\$ 348.48
2007 Ad Valorem Tax	\$ 156.24	\$ 1,177.01	117.70	\$ 884.65
2008 Ad Valorem Tax	\$ 147.90	\$ 2,388.05	35.39	\$ 10,032.73
2009 Ad Valorem Tax	\$ 147.90	\$ 2,482.83	31.04	\$ 15,645.06
2010 Ad Valorem Tax	\$ 199.94	\$ 2,057.61	13.72	\$ 22,933.62
2011 Ad Valorem Tax	\$ 500.23	\$ 2,880.07	19.20	\$ 30,255.82
2012 Ad Valorem Tax	\$ 177.98	\$ 4,200.19	14.00	\$ 35,176.78
2013 Ad Valorem Tax	\$ 647.68	\$ 8,453.80	24.15	\$ 37,759.25
2014 Ad Valorem Tax	\$ 1,662.96	\$ 8,625.46	17.53	\$ 55,205.14
2015 Ad Valorem Tax	\$ 3,308.46	\$ 20,409.90	27.21	\$ 84,415.80
2016 Ad Valorem Tax	\$ 3,006.43	\$ 37,432.16	28.79	\$ 153,066.57
2017 Ad Valorem Tax	\$ 11,280.07	\$ 132,529.01	71.64	\$ 8,105,336.36
2018 Ad Valorem Tax	\$ 2,560,825.92	\$ 7,626,791.58	75.43	\$ -
Collection Fees: Marshall	\$ -	\$ 1.81	90.50	\$ 0.85
Collection Fees: Mars Hill	\$ -	\$ 0.10	20.00	\$ -
Collection Fees: Hot Springs	\$ -	\$ -	-	\$ 1.60
Sale of Tax Maps	\$ -	\$ 375.50	93.88	\$ 82.00
Tax Office Copies				
Returned Check Fees	\$ 99.63	\$ 152.69	15.27	\$ 895.44
Refunds/Overpayment of Taxes	\$ (6,214.23)	\$ 11,619.98		\$ (4,685.30)
Contra: Returned Check	\$ -	\$ (974.76)		\$ (3,907.18)
Sale of Foreclosed Property	\$ -	\$ 205,160.00	100.00	\$ 4,100.00
Contra: Foreclosed Property Exp	\$ -	\$ (41,163.05)	99.39	\$ (1,326.38)
Sales Tax/Video Programming	\$ -	\$ -	-	\$ 4,185.28
Sales Tax	\$ 365,961.81	\$ 1,025,319.62	27.67	\$ 836,766.19
Gas Tax Refund/State	\$ -	\$ 2,391.36	11.96	\$ 6,295.77
Payment In Lieu of Taxes	\$ -	\$ -	-	\$ 4,424.81
Forest Service Timber Sales	\$ -	\$ 743.44	-	\$ -
Clerk of Court	\$ 6,331.28	\$ 32,926.95	35.79	\$ 31,318.38
Board of Elections	\$ -	\$ 190.41	66.81	\$ 10,573.55
Register of Deeds	\$ 26,866.25	\$ 160,477.50	51.44	\$ 164,200.25
Sheriff's Department	\$ 25,139.06	\$ 243,658.24	40.13	\$ 221,379.84
Emergency Management	\$ -	\$ -	-	\$ 20,625.00
Inspections	\$ 965.00	\$ 69,356.40	42.16	\$ 86,281.00
Animal Control	\$ 1,343.47	\$ 11,215.62	50.98	\$ 11,413.65
Transportation	\$ 14,311.47	\$ 193,657.29	27.61	\$ 112,905.39
Cooperative Extension Service	\$ -	\$ 1,850.00	48.68	\$ 2,155.00
Soil & Water Conservation	\$ -	\$ -	-	\$ 1,776.00
Grant Revenues/JCPC/DJJD	\$ 23,563.00	\$ 70,258.63	23.34	\$ 83,939.85
Health Department	\$ 86,866.23	\$ 674,818.67	33.13	\$ 639,405.44
Medicaid Hold Harmless Tax	\$ -	\$ -	-	\$ -
Social Services	\$ 84,491.43	\$ 754,551.59	35.08	\$ 853,767.82
AFDC	\$ -	\$ -	-	\$ -
Foster Care	\$ -	\$ 351,599.73	32.62	\$ 518,469.61
Medicaid	\$ -	\$ 90.00	180.00	\$ 24.78
Adoption	\$ -	\$ 5,820.00	7.12	\$ 21,150.00
Child Support Enforcement	\$ 5,719.08	\$ 33,447.81	26.78	\$ 62,783.46

Department	MTD	YTD	% OF BUDGET	YEAR TO DATE 12/17
In Home Aides	\$ 6,328.90	\$ 24,912.50	28.48	\$ 25,371.20
Beech Glen Center	\$ 480.00	\$ 3,862.00	38.62	\$ 4,720.47
Nutrition	\$ 19,709.18	\$ 65,057.79	37.75	\$ 57,568.81
Library	\$ 7,451.00	\$ 56,901.26	44.09	\$ 96,212.20
Parks & Recreation	\$ -	\$ 6,660.00	78.26	\$ 4,045.00
Interest Earned	\$ 138.43	\$ 45,996.67	83.63	\$ 27,953.29
Rent of County Property	\$ 6,375.00	\$ 33,686.64	47.92	\$ 33,650.00
Finance/Other	\$ -	\$ 3,460.75	28.25	\$ 2,384.61
Miscellaneous Income	\$ -	\$ 81,128.30	104.85	\$ 47,423.71
Fund Transfer In	\$ -	\$ -	0.00	\$ 2,820.46
Transfer In - Fund 23 CDBG	\$ -	\$ -	0.00	\$ -
<b>Totals</b>	<b>\$ 3,331,695.95</b>	<b>\$ 12,419,196.60</b>	<b>49.67</b>	<b>\$ 13,083,196.27</b>

### GENERAL FUND EXPENDITURES

Governing Body	\$ 7,421.74	\$ 53,221.41	\$ 7,817.00	50.69	\$ 125,464.46
Finance Office	\$ 31,791.73	\$ 266,956.26	\$ 12,187.00	48.43	\$ 283,392.32
Tax Collector	\$ 24,538.77	\$ 119,892.96	\$ 43,299.70	41.07	\$ 119,667.54
Tax Supervisor	\$ 13,111.23	\$ 87,909.06	\$ 880.83	39.12	\$ 107,157.30
Land Records	\$ -	\$ 19,360.34	\$ 208.00	98.94	\$ 28,888.64
Professional Services	\$ -	\$ -	\$ 40,000.00	-	\$ -
Court Facilities	\$ 250.00	\$ 7,079.65	\$ 10,694.00	35.58	\$ 6,058.68
Board of Elections	\$ 14,482.36	\$ 135,966.71	\$ 5,202.60	47.48	\$ 79,014.83
Register of Deeds	\$ 22,406.52	\$ 131,095.18	\$ 41,380.20	47.51	\$ 132,353.56
Register of Deeds- Automation	\$ -	\$ 11,000.00	\$ -	100.00	\$ 11,000.00
Maintenance	\$ 29,862.73	\$ 190,386.57	\$ 1,963.09	48.65	\$ 142,574.57
Sheriff's Department	\$ 230,411.35	\$ 1,506,022.31	\$ 144,700.06	48.78	\$ 1,493,935.09
Emergency Management	\$ 2,715.38	\$ 23,661.09	\$ -	33.51	\$ 32,857.43
911 Dispatchers	\$ 44,449.00	\$ 285,033.65	\$ 5,766.00	46.42	\$ 197,033.96
Fire Contract/Forest Service	\$ -	\$ 17,402.98	\$ 75,754.02	18.68	\$ 17,205.14
Inspections	\$ 19,954.84	\$ 133,952.81	\$ 3,683.02	43.53	\$ 103,450.05
Economic Development	\$ 130.41	\$ 10,309.88	\$ 52.00	7.52	\$ 55,190.22
Medical Examiner	\$ 1,200.00	\$ 5,050.00	\$ -	63.13	\$ 1,600.00
Ambulance Service Contract	\$ 93,889.00	\$ 563,334.00	\$ 563,336.00	50.00	\$ 546,924.00
Animal Control	\$ 21,037.79	\$ 142,593.15	\$ 416.00	49.23	\$ 128,905.10
Transportation - Admin	\$ 5,593.17	\$ 45,831.12	\$ -	36.35	\$ 52,752.84
Transportation - Operating	\$ 31,555.99	\$ 210,232.44	\$ 6,034.96	49.44	\$ 163,558.72
Transportation - Capital Outlay	\$ -	\$ -	\$ -	-	\$ -
Transportation - EDTAP	\$ 531.45	\$ 2,776.50	\$ -	5.45	\$ 8,064.49
Planning & Development	\$ -	\$ 71,476.29	\$ -	39.81	\$ 67,366.53
Information Technology	\$ 14,579.11	\$ 82,691.38	\$ 156.00	44.53	\$ 86,625.28
Cooperative Extension	\$ 17,899.56	\$ 109,389.87	\$ -	40.84	\$ 102,107.58
Soil & Water	\$ 9,257.93	\$ 63,556.00	\$ 104.00	50.11	\$ 60,210.27
Health Department	\$ 200,845.24	\$ 1,365,805.85	\$ 258,735.12	44.15	\$ 1,234,296.59
Smart Start	\$ 3,941.63	\$ 25,226.16	\$ -	44.30	\$ 26,497.62
Management Admin.	\$ 2,991.42	\$ 36,848.35	\$ 17,948.48	8.80	\$ 79,561.40
Social Services	\$ 196,548.89	\$ 1,355,664.36	\$ 44,835.64	45.43	\$ 1,343,448.44
DOT Grant (Work First)	\$ -	\$ -	\$ -	-	\$ -
AFDC	\$ -	\$ 4,467.11	\$ -	55.84	\$ 1,729.29
Special Assistance	\$ 9,663.50	\$ 66,037.00	\$ -	36.39	\$ 84,089.50
State Foster Care	\$ 44,596.67	\$ 218,998.79	\$ -	25.17	\$ 288,968.71
IV-E Foster Care	\$ 69,089.00	\$ 330,496.25	\$ -	44.07	\$ 244,743.60
Medical Assistance Program	\$ -	\$ 70.00	\$ -	2.33	\$ 510.00
Adoption Assistance	\$ 6,009.79	\$ 39,432.13	\$ 474.23	28.70	\$ 41,748.02
Crisis Intervention	\$ 63,811.73	\$ 71,933.19	\$ -	42.54	\$ 100,299.77

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/17
Child Support	\$ 5,892.74	\$ 46,912.01	\$ 10,104.70	36.69	\$ 52,639.19
In Home Aides	\$ 14,587.64	\$ 98,112.97	\$ 104.00	48.02	\$ 112,818.54
Nutrition	\$ 22,800.07	\$ 161,102.80	\$ 31,098.38	43.74	\$ 176,096.56
Education	\$ 273,312.00	\$ 2,051,325.00	\$ 1,639,872.00	55.57	\$ 1,953,248.00
A-B Technical College	\$ 9,375.00	\$ 56,250.00	\$ 56,250.00	50.00	\$ 56,250.00
Bank Charges	\$ 1,535.40	\$ 9,840.58	\$ -	82.00	\$ 9,241.32
Library	\$ 31,954.14	\$ 240,697.59	\$ 988.00	44.31	\$ 272,819.00
Parks & Recreation	\$ 6,884.56	\$ 56,568.35	\$ 104.00	51.27	\$ 45,371.19
Debt Services	\$ 24,773.67	\$ 24,773.67	\$ 71,781.81	1.89	\$ -
Debt Services Interest	\$ -	\$ -	\$ -	0.00	\$ (15,083.83)
Fund Transfer In/ Landfill & Libra	\$ -	\$ -		0.00	\$ 2,820.46
Fund Transfer Out/Revaluation	\$ -	\$ -		0.00	\$ -
<b>TOTALS</b>	<b>\$ 1,625,683.15</b>	<b>\$ 10,556,743.77</b>	<b>\$ 3,095,930.84</b>	<b>42.22</b>	<b>\$ 10,265,471.97</b>

**LANDFILL FUND**

REVENUES	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/17
Transfer From Fund Balance					
Landfill Miscellaneous Fees	\$ -	\$ 515.30		257.65	\$ 349.00
Returned Check Fees					
Surplus Property Proceeds					
State Tire Disposal Fee	\$ -	\$ 8,073.88		40.37	\$ 7,707.18
Local Tire Disposal Fee	\$ 2.00	\$ 270.40		67.60	\$ 170.00
White Goods Tax	\$ -	\$ -		-	\$ 2,426.85
Sale of White Goods	\$ -	\$ 10,270.95		64.19	\$ 8,311.56
Household Hazardous Waste	\$ -	\$ 626.50		52.21	\$ 711.87
Temporary Disposal Cards	\$ 980.00	\$ 10,182.50		42.43	\$ 8,630.00
Duplicate Disposal Cards	\$ 45.00	\$ 205.00		17.08	\$ 990.00
Landfill Disposal Cost Fees	\$ 8,533.89	\$ 45,570.59		37.98	\$ 59,502.76
Landfill Sale of Recyclables	\$ 2,862.75	\$ 24,079.86		40.13	\$ 34,113.48
Nuisance Tires					
Disposal Cards	\$ 364,868.63	\$ 1,178,196.74		74.10	\$ 1,284,435.82
Construction Demolition	\$ 12,778.07	\$ 34,362.32		57.27	\$ 15,739.33
Solid Waste Disposal Distributor Grant/State	\$ -	\$ 4,259.58		38.72	\$ 4,081.53
Electronics Management					
Electronics (County)	\$ 80.00	\$ 5,647.50		129.75	\$ 10,415.00
Interest	\$ 8.67	\$ 51.44			\$ 51.42
<b>Totals</b>	<b>\$ 390,159.01</b>	<b>\$ 1,322,312.56</b>		<b>65.36</b>	<b>\$ 1,437,635.80</b>

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/17
Landfill	\$ 122,364.50	\$ 902,375.26	\$ 353,185.51	51.17	\$ 860,121.99
Recycling	\$ 12,864.38	\$ 101,514.59	\$ 5,212.58	45.13	\$ 90,191.27
Scrap Tires	\$ 2,874.77	\$ 13,671.32	\$ 12,162.93	47.97	\$ 7,381.00
White Goods	\$ -	\$ 30.16	\$ -	0.48	\$ 168.82
Closure/Post Closure	\$ -	\$ -	\$ -	0.00	\$ -
<b>Totals</b>	<b>\$ 138,103.65</b>	<b>\$ 1,017,591.33</b>	<b>\$ 370,561.02</b>	<b>50.30</b>	<b>\$ 957,863.08</b>

**Madison County  
Board of Commissioners**

**2019 Budget Amendment # 8  
January 8, 2019**

Description	Line Item	Debit	Credit
<b>Sheriff's Department</b>			
Kimbles	10.3431.8270		\$ 9,466.27
Capital Outlay: Vehicles	10.4130.5130	\$ 9,466.27	
To budget for the final disbursement from the old Kimbles account.			
		\$ 9,466.27	\$ 9,466.27
	Difference		\$ -
<b>Net effect of all budget amendments</b>			
	General	Revenues	\$ 9,466.27
		Expenses	\$ 9,466.27

Madison County  
Board of Commissioners

2019 Budget Amendment # 8B  
January 8, 2019

Description	Line Item	Debit	Credit
<b>Sheriff's Office</b>			
Capital Outlay - Vehicles	10.4310.5130	\$ 30,000.00	
<b>Tax Supervisor</b>			
Salaries	10.4141.1210		\$ 10,000.00
FICA	10.4141.1810		\$ 1,000.00
Retirement	10.4141.1820		\$ 500.00
Capital Equipment	10.4141.5100	\$ 35,000.00	
<b>Contingency</b>			
Contingency	10.7000.0000		\$ 53,500.00

To reclassify salaries and reallocate contingency funds for vehicle purchases.

\$ 65,000.00 \$ 65,000.00

Difference \$ -

Net effect of all budget amendments

General Fund	Revenues	\$ -
	Expenses	\$ -

NORTH CAROLINA  
MADISON COUNTY

THIS AGREEMENT, made and entered into this the 1<sup>st</sup> day of October, 2018 by and between Madison County, North Carolina, a Body Politic (the "County"), party of the first part; and Pearson's Appraisal Service, Inc., (the "Provider"), party of the second part.

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement. Provider submitted two (2) proposals and the County chose Option 1 detailed in a proposal for professional services dated June 25, 2018.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider are to provide professional appraisal services to:

- a. Conduct Market Analysis/Site Visits  
Examine all 2019 market sales in the County and conduct site visits
- b. Conduct an onsite visit to improved properties using Provider's Complete Appraisal Process Solution or CAPS program and capture a digital image of improvements
- c. Develop the new 2020 Schedule of Values
- d. Provide services needed to complete the 2020 revaluation

The services shall be performed consistent with the terms and provisions set forth in the "specifications for appraisal of property, preparation of tax assessors manual, property record cards" a copy of which is attached hereto as Exhibit "A" consisting of pages 12-37 (hereinafter specifications). In the event that there is any consistency in the terms and provisions of this agreement and the specifications, the terms and provisions of this agreement shall control. All modifications made by the provider to the specifications as contained in the specifications are accepted by the County.

II. TERM

The services of the Provider shall begin at the request of the County and continue until the Provider is notified by the County of the completion of services listed above.

III. PERSONNEL

Provider will submit proposed personnel to the County. When in the county visiting properties the Provider's staff will wear identification badges and staff's vehicles will be marked to identify their association with the County Assessor's Office.

IV. PAYMENT

As full compensation for services, the County agrees to pay the Provider:

\$28.79 per parcel based on 22,500 parcels for a total sum of \$647,775.00. Said sum is to be paid as provided in

the Request for Proposals (RFP) specifications. Any parcels over 22,500 will be charged the same rate of \$28.79 and should the County have less than 22,500 parcels the County will be billed for the actual number of parcels.

#### V. RELATIONSHIP OF THE PARTIES

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, or for unemployment or worker's compensation purposes. The Provider agrees that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further agrees that the Provider is fully responsible for the Payment of any and all taxes arising from the payment of moneys under this Agreement. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The Provider agrees that all vehicles used to provide contract services will have North Carolina license plates. The Provider shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The Provider shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement. The Provider's appraisers shall have passed the Appraisal Certification examination given by the North Carolina Department of Revenue, Local Government Division. Provider shall further insure that all information provided by the County will be treated as confidential and will be maintained in accordance with all federal and state requirements.

The County shall supply, at its sole expense, all office furnishings, computer equipment and accessories, written forms for contract appraisal use, business cards, and identification badges for Provider's staff, which must be worn while providing contract services. The County shall not be liable to the Provider for any expense paid or incurred by the Provider unless otherwise agreed in writing.

#### VI. INSURANCE

The Provider shall obtain, at his sole expense, all insurance required in the following paragraphs:

Worker's Compensation Insurance with limits of Coverage A Statutory- for State of North Carolina and Coverage B- Employer's Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial Automobile Liability- with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Madison County.

If Provider does not meet the insurance requirements specified above, alternate coverage satisfactory to Madison County may be considered.

VII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of the section to require the Provider to indemnify Madison County to the extent permitted under North Carolina law.

VIII. NON-ASSIGNMENT

The Provider shall not assign this Agreement, including rights of payment, to any other party without the prior written consent of the County.

XI. ENTIRE AGREEMENT

The Provider and the County agree that this document and any attachment hereto, constitute the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

X. GOVERNING LAW

Both parties agree that the laws of the State of North Carolina shall govern this Agreement.

XI. WAIVER

Failure of the County to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions, nor in any way affect the validity of the Agreement or any part thereof, or the right of the County to enforce each and every provision.

XII. NON-APPROPRIATION CLAUSE

Provider acknowledges that the County is a governmental entity and the contract validity is based upon 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 the County's obligations under this contract then this contract shall automatically expire without penalty to the County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that the 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. In the event of termination, the County shall pay the Provider for: 1) all unpaid invoices and 2) all work produced. However, in no event shall the County be obligated to pay more than the Agreement value.

XIII. E-VERIFY REQUIREMENTS

Pearson's Appraisal Service, Inc. is aware of the E-Verify requirements of the General Statutes of North Carolina and agrees to comply.

XIV. IRAN DIVESTMENT ACT

Pearson's Appraisal Service, Inc. is aware of the Iran Divestment Act requirements and certifies that the Company is not identified on the Final Divestment List of entities, nor do we use subcontractors

who might be identified on the Final Divestment List, and our co-owner, Fred Pearson, is authorized to make this Certification pursuant to NCGS 147-86.55 *et seq.* \*

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Madison County

By: \_\_\_\_\_

Madison County Manager or Designee

Date: \_\_\_\_\_

PROVIDER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Federal Tax Id# \_\_\_\_\_