

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in special session on Tuesday, April 6, 2021 at 4:00 p.m. at the North Carolina Cooperative Extension-Madison County Center, located at 258 Carolina Lane, Marshall, NC 28753.

In attendance were Chairman Mark Snelson, Vice-Chairman Craig Goforth, Commissioner/Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, and County Attorney, Donny Laws.

The meeting was called to order on 4:00 p.m. by Chairman Snelson and Chairman Snelson requested the county attorney to take minutes in the absence of Clerk Mandy Bradley.

Item 1: Consideration of Contract Approval with Land of Sky to Provide Economic Development Services


The only item on the agenda for discussion was the approval of an agreement between Land of Sky Regional Counsel and Madison County for the provision of economic development technical service assistance. After discussion and upon motion of Commissioner Norris Gentry and seconded by Commissioner Michael Garrison, the Board voted unanimously to approve execution of the agreement and authorized Chairman Snelson and/or acting County Manager, Norris Gentry, to execute said agreement on behalf of the County.
(Attachment 1.1)

Item 2: Adjournment

Upon motion by Commissioner Matt Wechtel and seconded by Commissioner Craig Goforth, the Board voted unanimously to adjourn.

This the 6th day of April, 2021.

MADISON COUNTY


Mark Snelson, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk



ct No. _____

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

This **AGREEMENT**, entered into on the 04/06/2021, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the Madison County, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in **Section 2: Scope of Work** below;

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

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

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

1. **Personnel**

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government to adequately cover the scope of work described in paragraph 2 below. Staff will be available upon the County's request and promptly answer any requests from the County.

2. **Scope of Work**

Assistance in the administration of the County's Economic Development Department will be provided to the County Manager. Duties will include project management for current and proposed Economic Development activities, and will be as authorized by the County Manager. The parties hereto anticipate that the hours required by the County will be 12-20 hours per week.

3. **Compensation**

That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of no more than \$60.00 per hour. These fees will be invoiced monthly during the existence of this agreement. All invoices will be itemized by task and time.

4. **Termination/Modifications**

The Local Government or Council may terminate the contract by giving a thirty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in **Section 2. Scope of Work**, either party may do so with the written consent of the other.

5. **Time of Performance**

The Council shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning on the date the contract was signed.

6. **Changes**

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

7. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**

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

8. **Nondiscrimination Clause**

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

9. **Age Discrimination Act of 1975, as amended**

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

10. **Section 504, Rehabilitation Act of 1973, as amended**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

11. **E-Verify Provision**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with

more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Madison County, NC

Land of Sky Regional Council

By: Mark Lavelle

By: _____

Title: Chairman BOC

Title: Interim Executive Director

Date: 04/07/2021

Date: _____

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

Kay Leaford, Finance Officer Date 4/7/21