

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, September 22, 2020 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 Craig Goforth, Vice-Chairman Mark Snelson, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, County Attorney Donny Laws, and Clerk Mandy Bradley. Commissioner Wayne Brigman listened to the meeting via electronic means.

The meeting was called to order at 7:00 p.m. by Chairman Goforth.

Agenda Item 1: Agenda Approval

Commissioner Gentry requested the amendment of the agenda as follows:

Item 8-merge into Item 12f

Item 9b-change to Item 10c

Item 12h-to include property and economic development

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve as amended.

(Attachment 1.1)

Agenda Item 2: Approval of August 11, 2020 (Special) and August 11, 2020 (Regular) Minutes

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve the August 11, 2020 Special Minutes and August 11, 2020 Regular Minutes as submitted.

Agenda Item 3: Public Comment

Cindie Harman-Ms. Harman spoke regarding public records, election candidates, the Sheriff's Office, and the ambulance contract.

Jim Cruzan-Mr. Cruzan spoke regarding his previous employment.

Chris Watson-Mr. Watson spoke regarding the community working together to solve problems in the County.

Benny Gaddy-Mr. Gaddy spoke as a representative of the Madison County Fire Chief's Association regarding the Radio Committee that the Association has formed as well as the Emergency Response Radio System in the County.

Hart Barnhill-Mr. Barnhill spoke regarding trail system usage and pollution in the County.

Emerson Franklin-Mr. Franklin spoke regarding the Emergency Response Radio System in the County.

(Attachment 3.3)

Agenda Item 4: James Bence, Mauldin and Jenkins

In the place of Mr. Bence, Interim County Manager/Commissioner Gentry presented and discussed the FY 2018-2019 Audit with the Board. He noted that Mr. Bence was unable to attend the meeting.

Agenda Item 5: Matt Wechtel, Commissioner

Commissioner Wechtel presented the Constitution Week Proclamation to the Board and noted the designation of September 17 through 23 as being named Constitution Week as well as read the Proclamation for Constitution Week into record.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to adopt as presented by Commissioner Wechtel.

(Attachment 5.1)

Agenda Item 6: Caleb Dispenza, Emergency Services Director

Mr. Dispenza presented and discussed information regarding the County's Emergency Radio System for fire, law enforcement, and emergency services with the Board as well as took questions regarding the system from Board members. Mr. Dispenza noted immediate needs of the system for towers located on Big Knob, Laurel, Duckett Top, and Rich Mountain which includes a repair that is currently under way at the Big Knob tower and is being paid for by the current Emergency Management budget. Also discussed were long terms plans, coverage areas, power output of the system as well costs for upgrading system components, the Radio Committee that has been formed to provide input from fire departments within the County, upgrades needed, and the potential to contract with a consulting firm to determine what is needed for the system.

Discussion was had by the Board and council was provided by County Attorney Donny Laws.

Agenda Item 7: Chris Maney, Parks and Recreation Director

Mr. Maney presented and discussed information regarding funds available to Barnard Park in the amount of \$990.00 from the Community Foundation of Western North Carolina. Funds would be used for maintenance of the park including installation of a new entrance sign. The Resolution to approve and request the Community Foundation to distribute the funds to Madison County was read into record by Chairman Goforth.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve the Resolution and authorize the installation of the sign.

Mr. Maney answered questions regarding fees for using the park and discussion was had by the Board.
(Attachment 7.1)

Agenda Item 8: Terry Bellamy, Community and Economic Development Director

Agenda amended to merge Item 8 with Item 12f.

Agenda Item 9: Brooke Ledford, Human Resources Director

a. Payroll Software

Ms. Ledford presented and discussed information with the Board as well as took questions from Board members regarding the request for purchase of a new payroll software with ADP.

Discussion was had by the Board and council was provided by County Attorney Donny Laws regarding the terms of the contract.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson with discussion by the Board, the Board voted unanimously to allow us to proceed as we need to in order to be able to implement this by January 1.
(Attachment 9.1)

b. Personnel Policy Update

Agenda amended to move Item 9b to Item 10c.

Agenda Item 10: Donny Laws, County Attorney

a. Conveyance of County Owned Property to Spring Creek Volunteer Fire Department, Inc.

Mr. Laws presented and discussed information with the Board regarding the conveyance of fifty feet of County owned property to Spring Creek Fire Department, Inc. Included in the information were the proposed Resolution and proposed deed.

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry with discussion by the Board, the Board voted unanimously to approve the Resolution. (Attachment 10.1)

b. Board Policies

Mr. Laws presented and discussed updated board policies for consideration of approval by the Board. He noted that the proposed policies are needed to meet the guidelines of applying for a Community Development Block Grant.

Mr. Laws noted that his recommendation is that the Board adopt all three of the policies in one motion to include the Citizen Participation Plan, Madison County Equal Employment Opportunity Policy, and the Madison County Fair Housing Policy. Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry with discussion by the Board, the Board voted unanimously in favor. (Attachment 10.2)

c. Personnel Policy

Mr. Laws presented and discussed an update to the overtime pay policy for County employees. He noted that due to COVID-19, a determination was made that exempt employees would be paid overtime for hours worked by consent poll of the Board. He further stated that now that those hours have come to an end, the Finance Office needs a ratification of the monies that were paid out consistent with the earlier notification that had been given to them. Mr. Laws stated that he is asking that the Board ratify overtime pay that was paid to exempt employees that may have not have been consistent with the old policy and then revert back to the overtime policy. He also noted that guidelines to modify the policy in order to recoup some of the money have been given and it will be brought back to the Board in the near future. Mr. Laws requested a motion from the Board to ratify the overtime pay that was paid by the Finance Office consistent with earlier direction.

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry with discussion being had by the Board, the Board voted unanimously in favor.

Agenda Item 11: Kary Ledford, Interim Finance Officer

a. Budget Amendment #3

Ms. Ledford presented and discussed information regarding Budget Amendment #3 with the Board.

Upon motion by Chairman Goforth and second by Vice-Chairman Snelson, the Board voted unanimously to approve. (Attachment 11.1)

b. August Financial Report

The August Financial Report was presented and discussed with the Board by Ms. Ledford who also answered questions from Board members. (Attachment 11.2)

c. August Tax Refunds and Releases

Ms. Ledford presented the August Tax Refunds and Releases to the Board on behalf of the Tax Office.

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 11.3)

Agenda Item 12: Norris Gentry, Interim County Manager/Commissioner

a. Manager's Report

No information was discussed.

b. Solid Waste Convenience Fee

Mr. Gentry noted Solid Waste changes which are being implemented and moving along. Discussion was had among the Board. Solid Waste Director Sam Lunsford joined the meeting and discussed Solid Waste Fees and Solid Waste Cards with the Board as well as answered questions about the fee from Board members.

c. Social Service Departmental Reorganization

Mr. Gentry discussed the reorganization of the Department of Social Services with the Board. He requested approval from the Board to eliminate the Community Services Department merging all components of the Community Services Department with the Department of Social Services with the exception of Transportation which will be a stand alone department.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson with discussion being had by the Board, the Board voted unanimously to follow the plan do as we have discussed to prepare to make it effective by October 1st.

d. Center Community Center Meal Site Lease

Mr. Gentry presented and discussed the Center Community Center Meal Site Lease to the Board. Council was provided by County Attorney Donny Laws.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve the lease as prepared. (Attachment 12.4)

e. Senior Center General Purpose Funding

Mr. Gentry presented and discussed the Senior Center General Purpose Funding for FY 2020-2021 with the Board.

Upon motion by Chairman Goforth and second by Vice-Chairman Snelson, the Board voted unanimously to approve. (Attachment 12.5)

f. County Surplus Property

Mr. Gentry presented a bid for County owned surplus property. Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, with discussion being had by the Board, the Board voted unanimously to reject the offer. Commissioner Wechtel sought council from County Attorney Donny Laws as to if each property in question should be stated for clarification. Council was given by Mr. Laws.

Mr. Gentry presented a bid for \$450.00 for a piece of equipment at the Landfill owned by the County in the form of a 1991 Ford F-350 box truck containing no box. Mr. Gentry noted that the Board would also need to authorize the County Attorney to prepare and the Chairman of the Board to sign a proper Resolution for the sale of the vehicle as appropriate.

Upon motion by Commissioner Wechtel and second by Chairman Goforth, the Board voted unanimously to sale this truck for the amount offered on gov bids. Commissioner Gentry noted that it would also be to authorize the County Attorney to prepare and the Chairman to sign the appropriate paperwork.

g. County Board Appointments

Mr. Gentry presented to the Board an application for a County Board appointment to the Library Board of Trustees and noted that the request was at the recommendation of the Director of the Library and her Board.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve. Commissioner Wechtel noted that for the record, the individual is Jason York.

Mr. Gentry discussed the County General Assistance Program COVID-19 Relief Update with the Board. He noted that these are funds which are moving through the Department of Social Services and reviewed areas in the County served by the fund. Discussion was had by the Board.

h. Personnel, Property, Economic Development

Chairman Goforth called for a motion to enter into closed session pursuant to NCGS 143-318.11 (a) (6). Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to enter into closed session.

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to return to open session.

Chairman Goforth reviewed the Closed Session General Accounts from January 28, 2020; April 14, 2020; and May 29, 2020 with the Board in order to open to the public. Upon motion by Commissioner Snelson and second by Commissioner Gentry, the Board voted unanimously to approve.

Human Resources Director Brooke Ledford requested the approval of Bertha Ann Payne as the Temporary COVID Response Technician at the Courthouse. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve.

Ms. Ledford requested on behalf of Emergency Operations, the approval of Kristen Davis as 911 Telecommunicator. Upon motion by Vice-Chairman Snelson and second by Chairman Goforth, the Board voted unanimously to approve.

Ms. Ledford requested on behalf of the Department of Social Services, the Center Community Center Meal Site Manager hire request for Linda Osborne. Upon motion by Commissioner Wechtel and second by Vice-Chairman Snelson, the Board voted unanimously to approve.

Ms. Ledford requested a pay raise for Transportation Dispatcher Tamara Huffman to increase the salary to \$29,000. Discussion was had by the Board. Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve.

Ms. Ledford requested that the Board approve the addition of the Part Time Administrative Assistant to the Transportation Authority at 25 hours per week. Upon motion by Commissioner Gentry and second by Chairman Goforth with discussion being had by the Board, the Board voted unanimously to approve that the position be advertised.

Discussion was had by the Board.

Agenda Item 13: Adjournment

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to adjourn.


This the 22nd day of September, 2020.

MADISON COUNTY



Craig Goforth, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk



Madison County Commissioners Meeting

Public Comment

September 22, 2020

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

Name

Signature

1. ~~CINDIE Harmon~~

~~Carlin~~

2. JIM CRUZAN

~~JIM CRUZAN~~

3. CHRIS Watson WATSON

~~Chris Watson~~

4. Benny Gaddy

5. HART BARNHILL

6. Emerson Franklin / Chief 7

Emerson Franklin

7.

8.

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20.

Proclamation for Constitution Week

WHEREAS: September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebration which will commemorate the occasion; and

WHEREAS: Public law 915 guarantees the issuing of a proclamation each year by the president of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Craig Goforth by virtue of the authority vested in me as Commissioner of Madison County, NC do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County of Madison, North Carolina to be affixed this 22 day of September of the year of our Lord two thousand 2020.

Signed Craig Goforth SEAL attest _____



Daughters of the American Revolution

Rebecca Sevier Waddell Chapter

Madison County, NC



County of Madison

Board of Commissioners

Norris Gentry, Chairman · Wayne Brigman, Vice-Chairman · Matt Wechtel, Commissioner
Craig Goforth, Commissioner · Mark Snelson, Commissioner

September 22, 2020

Community Foundation of Western North Carolina
4 Vanderbilt Park Drive
Asheville, NC 28803

Greetings,

Please accept the request on behalf of the Madison County Board of Commissioners for the disbursement of funds totaling \$990.00 to benefit Barnard Park on the French Broad River.

The purpose of the funds will be for the maintenance and preservation of the Park as the funds will be used to complete necessary improvements including installation of gravel for parking areas and improvements to the sign at the entrance.

Please see the enclosed Resolution approved by the Board of Commissioners on September 22, 2020. Thank you for your willingness to fund such projects for the preservation of this space so that it may be enjoyed for generations to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Goforth", is written over a horizontal line.

Craig Goforth, Chairman
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF MADISON

RESOLUTION

WHEREAS, generous benefactors have previously created a trust fund being held by the Community Foundation of Western North Carolina for the benefit of Barnard Park; and

WHEREAS, the County has been advised by the Community Foundation that there is currently \$990.00 of income available from the said trust fund; and

WHEREAS, the Community Foundation has approved the utilization of such funds for enhancing the park by the purchase of such items as gravel for the parking areas and improvements to the entrance sign for the purpose of maintenance and preservation of the Park; and

WHEREAS, the County of Madison is of the opinion that the utilization of such funds in the Park in such a fashion would be a great benefit to the Park; and

WHEREAS, the County of Madison is of the opinion that the utilization of such funds in the Park in such a fashion would be a great benefit to the Park; and

WHEREFORE, the County of Madison does hereby approve and request the Community Foundation to distribute the aforesaid \$990.00 to the County of Madison for the specific purpose of purchasing aforementioned items to enhance the maintenance and preservation of the Park.

This the 22nd day of September, 2020.

MADISON COUNTY

By:


Craig Goforth, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Financial
Review

Investment Summary
Quote Number
02-2020-397400.1



Company Information

County of Madison
PO Box 579
Marshall, NC 28753-0579
United States

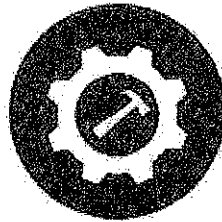
Executive Contact

Norris Gentry
County Manager
mbradley@madisoncountync.gov
(828) 649-2854



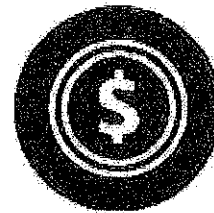
300

Total
Employees



\$0.00

Implementation
Costs



\$22,375.00

Total Annual
Investment

ADP Sales Associate

Bond Isaacson
UM DM
bond.isaacson@adp.com
704-231-8445



Sales Order
 Quote Number
 02-2020-397400.1



Company Information

County of Madison
 PO Box 579
 Marshall, NC 28753-0579
 United States

Executive Contact

Norris Gentry
 County Manager
mbradley@madisoncountync.gov
 (828) 649-2854

Processing Fees and Considerations

Number of Employees: 300 on Madison County Government

	Per Processing	Count	Min	Base	Rate	Bi-Weekly
	Workforce Now Payroll Solutions:	300	-	\$50.00	\$2.50	\$800.00
	• Essential Plus Payroll					
	• Essential Time					
	• Time Analytics					
	Employment and Income Verification					
	• Employment Verification					
	Additional Jurisdiction (if applicable)	2+			\$8.95/month	

	Annual Processing	Count	Min	Base	Rate
	Year End Forms, W2s or 1099s	300	-	-	\$5.25

	Total Annual Investment	Total Annual
	Workforce Now Services	\$22,375.00

Other Considerations Implementation

	Total Other Considerations	Total Setup
	Implementation and Setup	\$7,400.00
	Implementation Discount Value	(\$7,400.00)
	Estimated Total Net Implementation	\$0.00



Sales Order
 Quote Number
 02-2020-397400.1



Company Information

County of Madison
 PO Box 579
 Marshall, NC 28753-0579
 United States

Executive Contact

Norris Gentry
 County Manager
 mbradley@madisoncountync.gov
 (828) 649-2854

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period; therefore total billing may fluctuate.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

Summary	
Estimated Annual Net Investment:	\$22,375.00
Total Net Implementation:	\$0.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.

Client: County of Madison

Signature: *Bond Isaacson*

Signature: *Edward Norris Gentry*

Name: Bond Isaacson

Name: Edward Norris Gentry

Title: UM DM

Title: Interim County Manager/Commissioner

Date: 9/28/2020

Date: 9/28/2020



Sales Order
 Quote Number
 02-2020-397400.1



Company Information

County of Madison
 PO Box 579
 Marshall, NC-28753-0579
 United States

Executive Contact

Norris Gentry
 County Manager
mbradley@madisoncountync.gov
 (828) 649-2854

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Online Reports and Pay Statements

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

Time Analytics

- Pre-Configured Key performance
- Executive Dashboards

- Ability to Customize Additional KPI's

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

Thank you for your consideration



ADP Workforce Now
Master Services Agreement

ADP, Inc.: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

County of Madison
PO Box 579

09-28-2020
(Effective Date)

Marshall, NC 28753-0579, United States

Edward Norris Gentry

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this ADP Workforce Now Master Services Agreement.

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL, EMPLOYMENT TAX, WAGE PAYMENT AND EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

<p style="text-align: center;">ADP, Inc.</p> <p style="text-align: center;"><i>Bond Isaacson</i></p> <hr/> <p style="text-align: center;">(Signature of Authorized Representative)</p> <p style="text-align: center;">Bond Isaacson</p> <hr/> <p style="text-align: center;">(Name - Please Print)</p> <p style="text-align: center;">UM DM 9/28/2020</p> <hr/> <p style="text-align: center;">(Title) (Date)</p>	<p style="text-align: center;">CLIENT</p> <p style="text-align: center;"><i>Edward Norris Gentry</i></p> <hr/> <p style="text-align: center;">(Signature of Authorized Representative)</p> <p style="text-align: center;">Edward Norris Gentry</p> <hr/> <p style="text-align: center;">(Name - Please Print)</p> <p style="text-align: center;">Interim County Manager/Coordinator</p> <hr/> <p style="text-align: center;">(Title) (Date)</p>
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1 Definitions

- 1.1 "ADP" has the meaning set forth on the cover page.
- 1.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.4 "Agreement" means this ADP Workforce Now - Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each amendment, if any.
- 1.5 "Affiliate" means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control of a party. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6 "API" means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7 "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.9 "Client" has the meaning set forth on the cover page.
- 1.10 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.11 "Client Group" means Client and Client's Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.12 "Client Infringement Event" means (i) any change, or enhancement, or use of, the Services made by Client or a third party on behalf of Client other than at the direction of, or as approved by, ADP, or (ii) Client's failure to use the most current release or version of such computer software programs included in the ADP Application Programs, or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.13 "Confidential Information" means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.14 "Data Security Breach" means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.15 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.16 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- 1.17 "Gross Negligence" has the meaning set forth in Section 7.3.1.
- 1.18 "Improvements" has the meaning set forth in Section 5.4.
- 1.19 "Indemnitees" has the meaning set forth in Section 6.3.
- 1.20 "Indemnitor" has the meaning set forth in Section 6.3.
- 1.21 "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.22 "Internal Business Purposes" means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.23 "NACHA" means the National Automated Clearing House Association.
- 1.24 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.25 "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.26 "Personal Data" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.27 "Price Schedule" means a supplemental schedule between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.28 "Sales Order(s)" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.29 "Services" means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.30 "SOC 1" means any routine Service Organization Control 1 reports.
- 1.31 "Termination Event" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise



obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

- 1.32 "User" means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services. In the event a Client migrates from any other ADP service or platform, Client consents to ADP transferring Client data from such platform to ADP Workforce Now.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the United States only and ADP makes no representation or warranty that access and use of the Services from outside the United States by Client employee managers and/or other Users who are not physically located in the United States comport with any local laws, regulations, or directives in any other country. Should Client or any of its employees or Users seek to access and use the Services outside of the United States, Client, and not ADP, shall be solely responsible for compliance with all laws and governmental regulations required under any applicable employment, labor and taxing laws and regulations and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the United States.
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance

- 3.1. **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any rule and regulations applicable to ADP regarding export controls and trade with prohibited parties.
- 3.2. **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3. **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4. **Data Protection Laws.** During the Term of the Agreement (i) Personal Data transferred by Client or at Client's direction to ADP has been collected by Client in accordance with applicable privacy laws; and (ii) Client has the authority to provide such Personal Data to ADP under applicable privacy laws. ADP may not retain, sell (as defined by applicable privacy laws), use or disclose the Personal Data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law. Client shall only provide ADP with Client Content that is required to perform the Services. To the extent Client elects to provide ADP with Client Content beyond that which is required to perform the Services, Client will be solely responsible for the collection and processing of such data.

4 Confidentiality

- 4.1 **General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's



Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors; (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

- 4.2 **Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 **Transfer.** The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 Intellectual Property

- 5.1 **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 **ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 **Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 **Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs.

6 Indemnities

- 6.1 **ADP Indemnity.** Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.
- 6.2 **Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such



cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "Ordinary Cap"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
- 7.3.1** Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
 - 7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
 - 7.3.3** Client's obligations to pay the fees for Services;
 - 7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;
 - 7.3.5** Client's funding obligations in connection with the Payment Services;
 - 7.3.6** ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this subsection 7.3.7 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
 - 7.3.8** Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(i) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimers

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING



WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Data therein) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 Data Security Breach

- 10.1 Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.
- 10.2 Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. Unless there is a Price Schedule in effect, the fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) thirty percent (30%) of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges,



- other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.
- 12 Term; Termination; Suspension**
- 12.1 Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Subject to the terms of any Price Schedule, either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in any Annex herein). In the event Client does not provide ADP with the proper notice as set forth in the previous sentence, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.
- 12.4 Post Termination.** At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.
- 13 Reserved**
- 14 Additional Terms.** In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.
- 14.1 ESS & MSS Technology:** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:
- 14.1.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service



features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.2 ADP Marketplace. ADP Marketplace enables Client to build applications and/or purchase available applications via an online store and provides access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.2.1 Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.2.2 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.2.3 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

15.1 Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4 Subcontracting. Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6 No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7 Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8 Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in



- writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. **THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.**
- 15.14 Communications Regarding Offers.** In connection with the Services, with the exception of employees and/or participants outside of the United States, ADP may from time to time identify products and/or services that will benefit Client's employees and/or participants (collectively, "Offers"). In order to extend such Offers to Client's employees and/or participants, Client agrees that ADP may use Client's employee and participant contact information, including email addresses for such purpose. Upon thirty (30) days' prior written notice, Client may elect for ADP to cease sending future Offers to its employees and/or participants. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional Offers from ADP.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: Legal Department or to any other address a party may identify in writing from time to time.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.



- 1 **Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
 - 1.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
 - 1.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and Payroll Card Services and Wisely Now Services (if Client purchases Payroll Card Services and/or Wisely Now Services, the additional terms set forth in Annex J shall apply to such services).
 - 1.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.4 **Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.

- 2 **ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
 - 2.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 2.2 **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 2.3 **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 2.4 **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
 - 2.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
 - 2.6 **ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early check cashing fee against Client. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures. Client is also responsible for any damages related to any theft of misappropriation of any ADPCheck, including by Client, its employees or payees.
 - 2.7 **Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

- 3 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
 - 3.1 **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
 - 3.2 **State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 3.2.1 and 3.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.



- 3.2.1 **Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
 - 3.2.2 **Transfer of Data.** Client may transfer the information described in Section 3.2.1 to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
 - 3.2.3 **Definition of Claim; Claim Cap.** For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.
 - 3.2.4 Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.
- 4 **Employment Verification Services; Employee Authorized Disclosure.** To the extent Client has not opted out of receipt of Employment Verification Services, the terms in this section will govern Client's use of the Employment Verification Services and Employee Authorized Disclosure:
- 4.1 **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
 - 4.1.1 "FCRA" Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
 - 4.1.2 "Verification Agent" has the meaning set forth in Section 4.2.1.
 - 4.1.3 "Verification Data" has the meaning set forth in Section 4.2.1.
 - 4.1.4 "Verifiers" has the meaning set forth in Section 4.2.1.
 - 4.2 **Additional Terms.** To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:
 - 4.2.1 **Verification Services and Authorization as Agent.** ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
 - 4.2.1.1 **Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
 - 4.2.1.2 **Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its



obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

- 4.2.1.3 Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- 4.2.2 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.
- 4.2.3 Employee Authorized Disclosure.** ADP may disclose or use Personal Data of Client's employee where such employee requests and consents to the disclosure for the employee's personal benefit (e.g., to verify an employee's identity in connection with a bank account application).



- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now ("ADP Time & Attendance Services"). ADP Time and Attendance Services are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Time & Attendance Hardware") as described in the Sales Order, the following terms will apply:
 - 2.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.
 - 2.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 2.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
 - 2.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
 - 2.5 **Biometrics.**
 - 2.5.1 **Definitions.**
 - 2.5.1.1 **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 2.5.1.2 **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 2.5.1.3 **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.
 - 2.5.1.4 **"Biometric Services"** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - 2.5.1.5 **"Biometric User"** means Client's employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 2.5.2 **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services.
 - 2.5.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
 - 2.5.2.2 **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:



- 2.5.2.2.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
- 2.5.2.2.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and any additional requirements as required by applicable law.
- 2.5.2.3 **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
 - 2.5.2.3.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 2.5.2.3.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 2.5.2.4 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 2.5.2.5 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 2.5.3 **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 2.5.4 **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.
- 2.6 **Third Party Software.** Notwithstanding Sections 5 of Annex A, ADP Workforce Now Enhanced Time shall be subject to the additional licensing or access terms set forth at www.adp.com/tlterms.aspx.

ADDENDUM
to
ADP WORKFORCE NOW – MASTER SERVICES AGREEMENT
between
ADP, INC.
and
Madison County Government

This Addendum, made and effective as of the date of the last signature hereto between ADP, Inc. ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Madison County Government, having a principal place of business at 107 Elizabeth Lane, Marshall, NC 28816 ("Client"), contains changes, modifications, revisions and additions to the ADP Workforce Now – Master Services Agreement dated of even date herewith between ADP and Client (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 11 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Payment Terms**", is hereby amended by adding the following as a new subsection 11.10:

"11.10 Non-Appropriation. All unconditional promises to pay the fees for the services provided under this Agreement, are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion Client's governing body. In the event sufficient funds are not appropriated, and/or received, by the Client for the payment of services required to be paid under this Agreement, then Client may terminate this Agreement upon thirty (30) days' written notice to ADP, provided, however that Client shall remain responsible for any amounts due ADP for services provided up to the date of termination. The parties agree that ADP is not obligated to provide any services that exceed any appropriation amount granted to the Client and ADP may terminate this Agreement upon notice to Client."

2. Section 15.12 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Governing Law**", is hereby amended by replacing "New York" with "North Carolina".
3. Section 15.13 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Jurisdiction**", is hereby amended by replacing "New York, New York" with "North Carolina" in both the first and second sentence.
4. **Annex A – General Terms and Conditions** of the Agreement is hereby amended by adding the following as a new Section 16:

"16. Additional Provisions.

16.1 No Pledge of Taxing Authority. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this Agreement.

16.2 No Waiver of Governmental Immunity. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other waiver of governmental immunity

16.3 E-Verify. During the term of this Agreement, ADP will verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the last date below.

ADP, Inc.

[ADP Signature]

[ADP Name]

[ADP Title]

[ADP Date]

Madison County Government



[Client Signature]

Norris Gentry

[Client Name]

County Manager

[Client Title]

9-28-2020

[Client Date]

ADDENDUM
to
ADP WORKFORCE NOW – MASTER SERVICES AGREEMENT
between
ADP, INC.
and
Madison County Government

This Addendum, made and effective as of the date of the last signature hereto between ADP, Inc. ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Madison County Government, having a principal place of business at 107 Elizabeth Lane, Marshall, NC 28816 ("Client"), contains changes, modifications, revisions and additions to the ADP Workforce Now – Master Services Agreement dated of even date herewith between ADP and Client (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 11 of Annex A – General Terms and Conditions of the Agreement, entitled "Payment Terms", is hereby amended by adding the following as a new subsection 11.10:

"11.10 Non-Appropriation. All unconditional promises to pay the fees for the services provided under this Agreement, are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion Client's governing body. In the event sufficient funds are not appropriated, and/or received, by the Client for the payment of services required to be paid under this Agreement, then Client may terminate this Agreement upon thirty (30) days' written notice to ADP, provided, however that Client shall remain responsible for any amounts due ADP for services provided up to the date of termination. The parties agree that ADP is not obligated to provide any services that exceed any appropriation amount granted to the Client and ADP may terminate this Agreement upon notice to Client."

2. Section 15.12 of Annex A – General Terms and Conditions of the Agreement, entitled "Governing Law", is hereby amended by replacing "New York" with "North Carolina".
3. Section 15.13 of Annex A – General Terms and Conditions of the Agreement, entitled "Jurisdiction", is hereby amended by replacing "New York, New York" with "North Carolina" in both the first and second sentence.
4. Annex A – General Terms and Conditions of the Agreement is hereby amended by adding the following as a new Section 18:

"18. Additional Provisions.

16.1 No Pledge of Taxing Authority. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this Agreement.

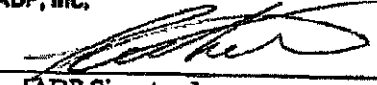
16.2 No Waiver of Governmental Immunity. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other waiver of governmental immunity

16.3 E-Verify. During the term of this Agreement, ADP will verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the last date below.

ADP, Inc.

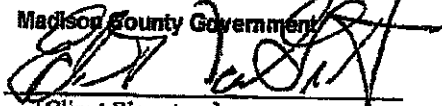


[ADP Signature]
LUKE RUSSELL

[ADP Name]
VP

[ADP Title]
9/28/20

[ADP Date]

Madison County Government


[Client Signature]
Norris Gentry

[Client Name]
COUNTY Manager

[Client Title]
9-28-2020

[Client Date]

**RESOLUTION OF MADISON COUNTY BOARD OF COMMISSIONERS AUTHORIZING
CONVEYANCE OF LAND TO SPRING CREEK VOLUNTEER FIRE DEPARTMENT, INC.**

WHEREAS, Madison County owns a certain tract or parcel of land located in Spring Creek Township, Madison County, NC, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of that tract of land conveyed to West Madison Volunteer Fire Department, Inc., by deed recorded at Madison County Deed Book 142, Page 675, and running thence from said beginning point S 11 30 W 135.00 feet to a point marking the southeastern corner of the above-referenced deed; thence S 88 18 E 50.00 feet to a point; thence N 11 30 E 135.00 feet to a point; thence S 88 18 W 50.00 feet to the point of **BEGINNING**, (hereinafter "property"; and

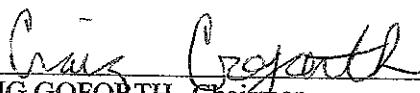
WHEREAS, NC Gen. Stat. §160A-277 authorized a County to convey to a Volunteer Fire Department property upon conditions the County deems wise, with or without monetary consideration, for the purposes of constructing or expanding fire department facilities, if the Volunteer Fire Department provides fire protection to the County, provided that, any conveyance of the property must be approved by the County by Resolution adopted at a regular meeting upon 10 days public notice, with said notice setting forth certain information as set forth in the above referenced statute; and

WHEREAS, the required notice has been published and the County is convened in a regular meeting.

NOW THEREFORE, be it **RESOLVED**, that the Madison County Board of County Commissioners approves a conveyance of the property to Spring Creek Volunteer Fire Department, Inc., upon the condition that the following language be included in the deed of conveyance: This property is being conveyed to the Spring Creek Volunteer Fire Department, Inc., for the purpose of a fire station addition being erected on said property. This property is being conveyed specifically for the above referred to purpose and with the specific understanding and covenants that said property will not be used in any fashion to detract from the appearance of the Spring Creek School property or to interfere with the operation of activities on said property. If the property ever ceases being used for a fire station or if the use of said property detracts from the appearance of the Spring Creek School property or interferes with the operation of activities on the school property, the same will revert to the County of Madison.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is hereby authorized to execute any instrument necessary for the conveyance.

Adopted this the 22nd day of September, 2020.

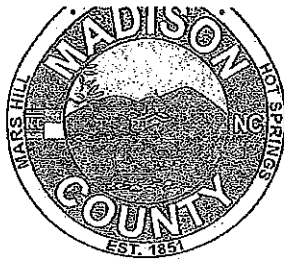

CRAIG GOFORTH, Chairman
Madison County Board of Commissioners

ATTEST:



Clerk
Madison County Board of Commissioners

(SEAL)



Madison County CITIZEN PARTICIPATION PLAN

This plan describes how the Madison County involves citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated Town official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the County. The County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the County and their comments considered prior to acting. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held, specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to Madison County, 5705 25/70, Suite 5 Room 15, Marshall, NC 28753. They will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Madison County Board of Commissioners c/the Clerk to the Board, 107 Elizabeth Lane, Marshall, NC 28753. They shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663.

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Madison County. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, and research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

The Madison County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local Newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location, and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radio stations and will be provided to churches within the target area of distribution.

In the case of CDBG-CV funding, Title XII of Division B, under the Community Development Fund heading of The CARES Act has reduced the public hearing noticing requirement from ten (10) days to five (5) days and allows for virtual public hearings.

2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the Community and Economic Development Office, 5705 25/70 Bypass, Suite 5, Room 15, Marshall, NC 28753 during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the Community and Economic Development Office, 5705 25/70 Bypass, Suite 5, Room 15, Marshall, NC 28753 consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals.

ADOPTED, this the 22 day of September, 2020.

Craig Goforth

Craig Goforth, Chairman

Madison County Commission

Mandy Bradley

Mandy Bradley, Clerk

Madison County



Madison County Equal Employment Opportunity Policy: Detailed

Objective

Madison County is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. Madison County prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law. Madison County conforms to the spirit as well as to the letter of all applicable laws and regulations.

Scope

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between Madison County and its employees, including:

- Recruitment.
- Employment.
- Promotion.
- Transfer.
- Training.
- Working conditions.
- Wages and salary administration.
- Employee benefits and application of policies.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with Madison County.

Dissemination and Implementation of Policy

The officers of Madison County will be responsible for the dissemination of this policy. Directors, managers and supervisors are responsible for implementing equal employment practices within each department. The HR department is responsible for

overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

Procedures

Madison County administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "*We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law.*"
- Posting all required job openings with the appropriate state agencies.
- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- Requires employees to report to a member of management, an HR representative or the general counsel any apparent discrimination or harassment. The report should be made within 48 hours of the incident.
- Promptly notifies the general counsel of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

Harassment

Harassment is a form of unlawful discrimination and violates Madison County policy. Prohibited sexual harassment, for example, is defined as unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment also includes unwelcome conduct that is based on race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law. Harassment becomes unlawful where:

- Enduring the offensive conduct becomes a condition of continued employment, or
- The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Madison County encourages employees to report all incidents of harassment to a member of management or the HR department. Madison County conducts harassment prevention training for all employees, and maintains and enforces a separate policy on harassment prevention, complaint procedures and penalties for violations. Madison County investigates all complaints of harassment promptly and fairly, and, when appropriate, takes immediate corrective action to stop the harassment and prevent it from recurring.

Remedies

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. Madison County will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.



Madison County Fair Housing Policy

Policy Statement:

It shall be the policy and commitment of the Madison County to ensure that fair and equal housing opportunities are granted to all persons, in all housing programs, services, opportunities, and development activities funded by Madison County regardless of race, color, religion, gender, sexual orientation, marital status, lawful source of income, familial status, national origin, ancestry, age, or mental or physical disability. This shall be done through a program of education, an analysis of impediments, implementation of the Limited English Proficiency (LEP) policy, and designation of a Fair Housing Officer and development of a procedure for allegations of discrimination.

This plan will incorporate the directives of State and federal laws and Executive Orders, including, but not limited to:

- Title VI of the Civil Rights Act of 1964
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended
- Executive Order 11063, as amended by Executive Order 12259
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended
- Section 3 of the Housing and Community Development Act of 1968, as amended
- Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
- The Americans with Disabilities Act of 1990
- The Age Discrimination Act of 1975, as amended
- Executive Order 11246 (as amended by Executive Orders 12375 and 12086)
Equal Opportunity Under HUD contracts and HUD-assisted Construction Contracts
- Executive Order 12892, Leadership and Coordination of Fair Housing
- North Carolina General Statutes 41A Fair Housing Act (§41A), including Enforcement (§41A-7)

Madison County commits to providing and promoting equal opportunities in all housing and programs and will take affirmative steps to reach out to all eligible program beneficiaries. Madison County hereby certifies that it will assist the State to coordinate implementation of Fair Housing practices comply with federal statutory requirements.

II. Selection of Fair Housing Officer:

In accordance with Title VIII, Civil Rights Act of 1968, as amended, the identified Fair Housing Officer below has been designated to handle fair housing complaints and compliance activities:

Fair Housing Officer, 5707 U.S. Highway 25/70, Suite 5, North Carolina 28753

The Fair Housing Officer is responsible for the intake and processing of all housing discrimination allegations as well as implementation of the Fair Housing Plan activities and compliance. The officer will be familiar with the complaint process and federal and State Laws, which address Fair Housing. Records which show the date, time, nature of complaint and decisions made in the complaint process(es) will be fully documented. A separate file will maintain a record of all housing discrimination complaints and follow-up actions.

III. Complaint Process

The Madison County Fair Housing Officer will reasonably assist the complainant in submitting the complaint to the appropriate body in accordance with the [grievance procedures] of the Madison County.

The individual(s) filing the complaint will then be advised of the option of filing directly with the U.S. Department of Housing and Urban Development (HUD), the North Carolina Human Relations Commission (NCHRC), or to both agencies simultaneously. The Fair Housing Officer will keep a record of the progress on the number of complaints filed, actions taken, and the status of each complaint.

Complaint Process for HUD

Any person who feels that their housing rights have been violated may submit a complaint to HUD via phone, mail, or the Internet:

Office of Fair Housing and Equal Opportunity Department of Housing and Urban Development Room 5204

451 Seventh Street SW Washington, DC 20410-2000

202-708-1112 or 800-669-9777

<https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action>

Complaint Process for the North Carolina Human Relations Commission

In North Carolina, the North Carolina Human Relations Commission (HRC) accepts fair housing complaints as they are related to violations in regard to the federal Fair Housing Act or the North Carolina Human Rights Act. This agency accepts complaints that are

alleged to have occurred in areas that are not covered by existing Fair Housing Assistance Program agencies.

Complaints can be submitted to the HRC by completing the Housing Discrimination Complaint Form (Appendix A), which requires information regarding who was involved in the alleged discriminatory act and where and when the alleged act occurred

North Carolina Human Rights Commission
1318 Mail Service Center
116 W. Jones Street, Suite 2109
Raleigh, NC 27699-1318
919-431-3000

Residents of Madison County may also contact Pisgah Legal Services to get assistance with completing the paperwork to file a complaint - (828) 253-0406.

Appendix A

North Carolina Department of Administration
Human Relations Commission
HOUSING DISCRIMINATION COMPLAINT

Case Number:

Date:

1. Complainant(s):

2. Other Aggrieved Persons:

3. The following is alleged to have occurred or is about to occur:

4. The alleged violation occurred because of:

5. Address and location of the property in question (or if no property is involved, the city and state where the discrimination occurred):

6. Respondent(s):

7. The following is a brief and concise statement of the facts regarding the alleged violation:

8. The most recent date on which the alleged discrimination occurred:

9. Types of Federal Funds identified:

10. The acts alleged in this complaint if proven, may constitute a violation of the following:

Sign and Date this Form:

I declare that I have read this complaint (including all attachments) and certify that it is true and correct, to the best of my knowledge.

(Type Complainant's name)

Date

NOTE: HUD WILL FURNISH A COPY OF THIS COMPLAINT TO THE PERSON OR ORGANIZATION AGAINST WHOM IT IS FILED.



Sample Fair Housing Public Service Announcement
Public Service Announcement:
Fair Housing, It's the Law

To promote fair housing practices, the Madison County Commissioners encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the North Carolina Human Rights Commission at (919) 807-4420 or (866) 324-7474.



Madison County PROCUREMENT STANDARDS

(a) Madison County shall follow the procurement standards established in the Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 CFR 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. This Subchapter incorporates by reference the federal law and regulations described in 24 CFR, Part 85, 24 CFR 570.489(g), and 24 CFR 570.489(h), including subsequent amendments and editions.

Copies of these sections of federal law and regulation are available for public inspection from the Division of Community Assistance. Single copies are available from this Division in Raleigh, North Carolina, for one dollar (\$1.00) each.

(b) Recipients may incur costs with written approval of the Division for the procurement of supplies, equipment, construction and services before the Grant Agreement between the recipient and the Division has been executed. In the case of program amendments, recipients may not incur costs for the procurement of supplies, equipment, construction and services that are the subject of the program amendment until the program amendment has been approved in writing by the Division. Recipients that incur costs prior to execution of the grant agreement must ensure that the activities are eligible and meet requirements of 24 CFR Part 58, Environmental Review.

(c) Madison County will also comply with the North Carolina General Statutes applicable to the procurement of supplies, equipment, construction and services. Relevant state laws include:

- (1) Conflict of Interest, G.S. 14-234 (cities and counties);
- (2) Public Building Contracts, G.S. 143-128 through 135 (cities and counties);
and
- (3) Model payment and performance bond, G.S. 44A-25 through 33 (cities and Counties).

(d) Additional rules governing property acquisition are found in this Subchapter under Rule .1003 ACQUISITION AND RELOCATION; Rule .0907 PROPERTY MANAGEMENT STANDARDS; Rule .1001 EQUAL OPPORTUNITY; and Rule .1006 LABOR STANDARDS.

- (e) The requirements of the Office of Management and Budget Circular No. A-87, Cost Principles for State and Local Governments, shall apply to the procurement of materials and services funded in whole or in part with CDBG funds.

History Note: Authority G.S. 14-234; 143-128 through 143-135; 143B-431; 153A-158; 153A-163 through 153A-165; 159-15; 42 U.S.C.A. 5304(b)(4); 24 C.F.R. 570.489; Eff. July 1, 1982; Amended Eff. June 1, 1993; September 1, 1990; April 1, 1989; March 1, 1984; Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. March 6, 2018.

Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Conflict of interest

- (a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other

improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i).

Conflicts prohibited

The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

- (b) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

Exceptions.

- (c) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

**Madison County
Board of Commissioners**

**Budget Amendment #3
September 8, 2020**

Description	Line Item	Debit	Credit
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Information Technology

Employee Education	10.4931.3950	\$ 4,200.00	
Contracted Services	10.4931.1990	\$ 9,800.00	

To cover cost of classes necessary for staff to proceed with implementing the GIS mapping into this department. The cost for services of our contract need to be added until staff is trained

Economic Development

Contributions to Loan Program	10.3511.7050		\$ 12,500.00
Loan Program	10.4930.9001	\$ 12,500.00	

The Economic Development Director received your approval at August meeting
This amount reflects contributions from Rotary Club and Chamber of Commerce

Health Department

Health Insurance	10.5110.1830	\$ 9,000.00	
Life Insurance	10.5110.1890	\$ 1.00	
Misc. Supplies	10.5110.2990	\$ 800.00	
Postage	10.5110.3250	\$ 450.00	
Telephone Service	10.5110.3210	\$ 3,300.00	
Electricity	10.5110.3310	\$ 5.00	
Dues and Subscriptions	10.5110.4910	\$ 5,500.00	

This amount reflects the *requested* amount for the FY21

Health Department

WIC Client Services	10.3513.4100	\$ 42,411.00	
WIC Nutrition	10.3513.3420		\$ 29,688.00
WIC Admin	10.3513.3430		\$ 5,654.00
WIC BF Promo	10.3513.3440		\$ 7,069.00
General Grant-Dogwood	10.3513.7000		\$ 5,000.00
General Grant-Dogwood	10.5110.7000	\$ 5,000.00	
General Grant-Dogwood	10.3513.7000		\$ 2,500.00
General Grant-Dogwood	10.5110.7000	\$ 2,500.00	
Medicaid/CHIP/Dental	10.3513.7025		\$ 20,249.76
Medicaid/CHIP/Dental	10.5110.7025	\$ 20,249.76	
ELC Enhancing Detection	10.3513.5430		\$ 113,676.00
ELC Enhancing Detection	10.5110.5430	\$ 113,676.00	
State Covid-19AA	10.3513.5390		\$ 21,070.00
State Covid-19AA	10.5110.5390	\$ 21,070.00	

To record revenue distribution as well as newly secured grants

Solid Waste Department

Salaries	80.4720.1210	\$2,500.00	
Salaries -temp	80.4720.1260		\$2,500.00
Duplicate Disposal Cards	80.3472.8000		\$3,950.00
Office Supplies	80.4720.2610	\$ 1,000.00	
Contingency	80.4720.5980	\$ 2,950.00	

Moving funds from temp salaries to salaries. Due to increase in duplicate disposal cards, adjusting for additional office supplies and replenish contingency

JCPC

Project Challenge	10.3511.3350		\$2,530.00
Madison Team Success	10.3511.3353		\$3,807.00
Kids at Work	10.3511.3354		\$1,127.00
JCPC Admin	10.3511.3309		\$92.00
Sentencing Circles	10.3511.3360		\$920.00
Project Challenge	10.5211.3850	\$ 3,036.00	
Madison Team Success	10.5211.6873	\$ 2,014.00	
Kids at Work	10.5211.6874		\$3,976.00
JCPC Admin	10.5211.6870	\$ 92.00	
Sentencing Circles	10.5211.6900	\$ 12,148.00	

To record correct budgeted amounts

Community Services

Transportation-Salaries	10.4522.1210		\$7,280.00
Transportation-Salaries temp	10.4522.1260	\$ 57.00	
Transportation-FICA	10.4522.1810		\$897.00
Transportation-Retirement	10.4522.1820		\$2,980.00
Transportation-Health Insurance	10.4522.1830		\$9,000.00
Transportation-Unemployment	10.4522.1850		\$117.00
Transportation-Workers Comp	10.4522.1860		\$626.00
Transportation-Life Insurance	10.4522.1890		\$173.00
Nutrition-Salaries	10.5551.1210	\$ 8,580.00	
Nutrition-FICA	10.5551.1810	\$ 656.00	
Nutrition-Retirement	10.5551.1820	\$ 1,730.00	
Nutrition-Health Insurance	10.5551.1830	\$ 9,000.00	
Nutrition-Unemployment	10.5551.1850	\$ 86.00	
Nutrition-Workers Comp	10.5551.1860	\$ 920.00	
Nutrition-Life Insurance	10.5551.1890	\$ 44.00	

Recording the movement of salaries to follow staff as the Community Services Director requested staff be moved from one department to other

Carry Forwards Funds from FY20

Adoption Assistance Fund	10.5471.6736	\$ 115,563.07	
Rollover	10.3547.3350		\$115,563.07
Wilkinson Grant	10.4380.6200	\$ 6,797.09	

Rollover	10.3438.6200			\$6,797.09
Madison Art Park Grant	10.5211.3940	\$	23,480.00	
Rollover	10.3511.394			\$23,480.00
Hot Springs Internet Grant	10.5211.3945	\$	28,647.70	
Rollover	10.3511.3945			\$28,647.70
Marshall Internet Grant	10.5211.3946	\$	50,000.00	
Rollover	10.3511.3946			\$50,000.00
Nc Farm Bureau Grant	10.5110.7011	\$	847.42	
Rollover	10.3513.7011			\$847.42
Dogwood Dental Grant	10.5110.7022	\$	22,376.73	
Rollover	10.3513.7022			\$22,376.73
Dr. Daly Fund	10.5110.6500	\$	1,500.00	
Rollover	10.3513.6500			\$1,500.00
Contracts	10.4350.1990	\$	40,000.00	
Rollover	10.2990.0000			\$40,000.00
Blue Cross Blue Shield	10.5551.4400		4,950.00	
Rollover	10.3555.4400			\$4,950.00
Contingency	10.7000.0000			\$ 37,894.00
		\$	589,437.77	\$ 589,437.77

We are 16.70% of the way through the FY21 budget.

Bank balances at August 31, 2020 are as follows:

	Unrestricted	Restricted	
General Fund	\$628,396.64		
Debt Service Fund	\$204,283.35		
Capital Outlay Fund	\$326,096.56		
Capital Management	\$7,447,040.70		
Occupancy Tax Fund		\$135,043.39	
Revaluation Fund		\$22,746.24	
Tourism Development		\$526,046.19	
Automation Fund		\$156,687.03	
Drug Seizure Fund		\$2,937.61	
Inmate Trust Fund		\$31,801.03	
Soil & Water Conservation		\$68,725.35	
Total of All Accounts:	\$8,605,817.25	\$943,986.84	
New Jail Loan	\$ (480,000.00)	(Due in February)	
School Debt Service	\$ (429,667.00)	(Due in February)	
40-42 Set Aside for Schools	\$ (1,570,890.19)		
Unspent Grant/Restricted Proceeds	\$ (767,625.28)		
Adoption Promotion Fund	\$ (222,044.14)		
Encumbered Amounts	\$ (5,433,261.37)		
Total Unassigned and Unrestricted Bank Ba	(\$297,670.73)		
	General	Landfill	911
Unassigned and Unrestricted totals by Func.	(\$878,508.82)	(\$61,513.53)	\$262,189.97

SUMMARIES:

Percentage of budget at August 2020 is:

All Funds:		YTD	% OF BUDGET
Revenues	\$1,238,859.26	\$1,886,039.69	9.13
Expenditures	\$1,556,011.24	\$2,755,666.04	12.5

General Fund	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 08/19
Revenues to Date:	\$1,193,147.24	\$1,781,779.61		8.39	\$974,126.74
Expenditures to Date:	\$1,391,580.63	\$2,466,824.78	\$ 4,753,377.71	10.11	\$2,836,400.67
Gain/Loss to Date:	(\$126,553.27)	\$743,103.38			(\$369,244.40)

Contingency \$147,849.56

Landfill	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 08/19
Revenues to Date:	\$29,609.10	\$72,054.26		3.51	\$49,004.14
Expenditures to Date:	\$142,024.45	\$258,076.28	\$679,883.66	12.58	\$284,842.36
Gain/Loss to Date:	(\$112,415.35)	(\$186,022.02)			

Contingency \$6,798.62

911 Emergency Telephonic Services	MTD	YTD		% OF BUDGET	YEAR TO DATE 08/19
Revenues	\$16,102.92	\$32,205.82		15.5	\$33,428.11
Expenditures	\$22,406.16	\$30,764.98		14.81	\$37,207.69
Gain/Loss	\$7,744.08	6,529.08			(\$31,741.35)

Contingency \$-

GENERAL FUND: DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 08/19
Vehicle Tax	\$105,797.95	\$199,649.47	22.69	\$99,828.18
Overages/Underages:				
Ad Valorem Tax Interest	\$7,429.68	\$15,614.77	12.01	\$15,085.15
Late Listing Fee	\$527.70	\$1,344.39	8.4	\$1,356.92
Legal Fees				
2009 Ad Valorem Tax	\$116.97	\$116.97		\$515.50
2010 Ad Valorem Tax	\$43.72	\$130.02	2.6	\$1,374.78
2011 Ad Valorem Tax	\$34.59	\$100.67	2.01	\$1,589.66
2012 Ad Valorem Tax	\$246.37	\$426.03	6.09	\$268.07
2013 Ad Valorem Tax	\$54.80	\$334.00	4.77	\$516.75
2014 Ad Valorem Tax		\$114.96	1.44	\$404.29
2015 Ad Valorem Tax	\$538.44	\$764.25	9.55	\$237.04
2016 Ad Valorem Tax	\$1,835.27	\$3,795.29	12.65	\$6,197.98
2017 Ad Valorem Tax	\$3,685.08	\$6,313.11	10.52	\$15,505.53
2018 Ad Valorem Tax	\$5,686.73	\$14,759.13	14.76	\$40,834.65
2019 Ad Valorem Tax	\$24,993.26	\$59,082.75	36.87	20807.1
2020 Ad Valorem	\$368.22	\$939.98	0.01	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps	\$30.50	\$30.50	7.63	\$87.50
Tax Office Copies				
Returned Check	\$20.99	\$20.99		\$820.57
Refunds/Overpayment of Taxes	\$1,689.41	\$2,379.97	\$4.20	\$31.88
Contra: Returned Check				
Sale of Foreclosed Property		\$2,000.00	13.33	
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax				
Gas Tax Refund/State				\$23,647.64
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	\$5,597.56	\$5,672.62	11.08	\$7,528.38
Board of Elections				\$55.35
Register of Deeds	\$37,300.50	\$87,713.50	26.23	\$69,014.25
Sheriff's Department	\$117,660.50	\$236,519.98	17.36	\$42,455.72
Emergency Management				
Inspections	\$4,395.00	\$22,171.86	11.93	\$42,455.47
Animal Control	\$184.00	\$2,891.00	15.22	\$1,140.00
Transportation	\$46,330.76	\$46,330.76	11.49	\$14,744.87
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJDP	\$26,027.00	\$26,105.00	13.22	\$8,969.55

Department	MTD	YTD	% OF BUDGET	YEAR TO DATE 08/20
Medicaid Hold Harmless Tax	58054.46	\$58,054.46	70.8	\$ 118,492.15
Social Services	\$162,060.90	\$233,699.52	9.53	\$354,945.48
AFDC				
Foster Care	\$39,572.69	\$75,121.20	7.25	\$103,035.55
Medicaid				\$370.00
Adoption				
Child Support Enforcement	\$5,727.07	\$13,870.77	12.21	\$2,072.52
In Home Aides	\$4,328.23	\$4,328.23	4.95	
Beech Glen Center				\$235.00
Nutrition	\$10,149.00	\$10,149.00	5.99	\$5,212.76
State Lottery Funds/Education				
Library	\$6,821.00	\$14,021.25	14.04	\$28,596.60
Parks & Recreation	260	\$1,980.00	20.2	\$7,100.00
Interest Earned	\$286.20	\$776.12	3.04	\$21,993.45
Rent of County Property	\$4,477.50	\$7,455.00	10.25	\$13,750.00
Finance/Other				
Miscellaneous Income	1.58	\$ 1.80		
Fund Transfer In				
Totals	1,193,147.24	1,781,779.61	8.39	\$974,126.74

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 08/19
Governing Body	\$4,905.89	\$20,657.91		20.49	\$16,972.16
Finance Office	\$33,821.52	\$78,965.68	\$ 52,300.00	13.24	\$95,203.18
Tax Collector	\$15,347.45	\$26,442.52		9.11	\$30,243.42
Tax Supervisor	\$14,926.31	\$26,568.17		10.55	\$31,655.88
Land Records					
Professional Services					
Court Facilities	\$662.24	\$1,162.24		3.31	\$3,100.00
Board of Elections	\$11,162.57	\$34,232.79	\$ 13,073.93	11.08	\$49,667.58
Register of Deeds	\$31,999.64	\$42,119.20		14.95	\$38,529.63
Register of Deeds-Automation					
Maintenance	\$14,987.78	\$37,693.44		6.46	\$53,230.70
Sheriff's Department	\$296,571.22	\$475,282.80	\$ 3,794.70	12.93	\$573,239.94
Emergency Management	\$6,413.34	\$11,986.88	\$ 601.93	12.31	\$12,841.05
911 Dispatchers	\$95,993.32	\$130,229.48	\$ 150.00	20.68	\$79,708.43
Fire Contract/Forest Service					
Inspections	\$16,293.85	\$33,446.37	\$165.72	14.88	\$36,700.27
Economic Development	\$6,526.44	\$12,662.87	\$2,400.00	11.44	\$15,304.15
Medical Examiner	600	\$1,000.00		8	\$600.00
Ambulance Service Contract	\$142,916.67	\$285,833.34	\$1,429,166.66	16.59	\$187,778.00
Animal Control	\$22,400.35	\$41,423.68	\$2,270.90	13.15	\$39,191.45
Transportation - Admin	\$8,770.52	\$18,769.79		13.18	\$18,911.89

DEPARTMENT	MTD	YTD		% OF BUDGET	YEAR TO DATE 08/19
Transportation - Operating	\$19,185.81	\$41,911.12	\$2,734.00	11.31	\$78,245.71
Transportation - Capital Outlay					287716.44
Transportation - EDTAP	22.50	\$67.50			\$616.05
Planning & Development	300.00	\$300.00	\$1,440.00	0.9	\$10,057.33
Information Technology	20,932.88	\$30,811.01	\$1,935.00	13.43	\$23,511.57
Cooperative Extension	17,876.01	\$21,711.22	\$2,206.45	8.35	\$29,766.69
Soil & Water	\$9,721.94	\$18,827.70		13.94	\$21,284.22
Health Department	\$217,305.08	\$405,730.41	\$18,084.50	13.87	\$374,315.29
Drug Free Community:		\$2,125.00		1.7	
Management Admin.	\$7,166.13	\$1.00	\$3,294.23	3.08	\$366.49
Social Services	\$193,441.75	\$358,220.12	\$3,075.00	11.27	\$391,266.23
AFDC	790	\$1,733.08		21.66	\$1,009.74
Special Assistance	\$7,677.00	\$15,309.50		10.63	\$18,263.00
State Foster Care	\$19,565.32	\$19,565.32		2.8	\$47,919.95
IV-E Foster Care					
Medical Assistance Program					
Adoption Assistance	\$7,248.99	\$22,690.61		14.34	\$20,816.31
Crisis Intervention	\$207.73	\$707.73		0.76	\$721.87
Child Support	\$5,671.65	\$11,194.28	\$14,000.00	8.75	\$12,992.73
In Home Aides	\$11,367.03	\$22,348.51		10.93	\$24,552.58
Nutrition	\$30,518.40	\$56,597.87	\$46,598.69	12.61	\$59,078.57
Education			\$ 3,053,120.00		
A-B Technical College	\$9,542.00	\$19,084.00	\$ 95,416.00	16.67	\$18,750.00
Bank Charges	\$1,446.07	\$1,446.07		8.26	\$1,417.15
Library	\$48,845.23	\$78,730.89	\$7,550.00	15.7	\$70,156.12
Parks & Recreation	\$8,394.43	\$14,445.89		12.52	\$21,472.95
Cares Act Funding					
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$1,391,580.63	\$2,466,824.78	\$ 4,753,377.71	10.01	\$2,836,400.67

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	YEAR TO DATE 08/19
Transfer From Fund Balance				
Landfill Miscellaneous Fees				\$192.00
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	6794.31	\$0.00		
Local Tire Disposal Fee	\$54.00	\$380.00	76	\$177.00
White Goods Tax				
Sale of White Goods		\$2,025.50	16.88	\$10.00
Household Hazardous Waste				
Temporary Disposal Cards	\$3,052.50	\$20,774.86	98.93	\$2,770.00
Duplicate Disposal Cards	\$1,753.97	\$3,423.97	342.4	\$260.00
Landfill Disposal Cost Fees	\$2,906.91	\$13,788.42	9.69	\$7,607.94
Landfill Sale of Recyclables	\$1,893.35	\$5,078.99	25.39	\$8,686.84
Nuisance Tires				
Disposal Cards	\$7,683.62	\$20,778.67	1.2	\$16,131.39
Construction Demolition	\$1,223.19	\$4,483.85	6.11	\$13,168.97
Solid Waste Disposal Distribution	4247.25			
Grant/State				
Electronics Management				
Electronics (County)		\$1,320.00	.44	
Interest				
Totals	\$29,609.10	\$72,054.26	3.51	\$49,004.14

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 8/19
Landfill	\$127,015.18	\$226,648.02	\$650,088.03	12.7	\$255,751.58
Recycling	\$13,460.97	\$29,646.56	\$11,343.93	12.61	\$27,022.19
Scrap Tires	\$1,548.30	\$1,781.70	\$18,451.70	7.13	\$2,068.59
White Goods					
Closure/Post Closure					
Totals	\$142,024.45	\$258,076.28	\$679,883.66	12.58	\$284,842.36

Report Parameters:

Release Date Start: 8/1/2020 Release Date End: 8/31/2020
 Tax District: ALL

Attachment 11.3

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
0000003898-2018-2018-0000-00-REG	HOLT, DONNIE	8/15/2018	Assessed In Err	DIANA	8/15/2018
0000007386-2019-2019-0000-00-REG	BROWN, JOHN WILLIAM JR	8/28/2019	Landfill Error	APRIL	8/28/2019
0000017696-2018-2018-0000-00-REG	HOLLIFIELD, JODEY	8/15/2018	Ownership	APRIL	8/15/2018
0000017696-2019-2019-0000-00-REG	HOLLIFIELD, JODEY	8/28/2019	Ownership	APRIL	8/28/2019
0000501847-2017-2017-0000-00-REG	HOLT, DONNIE	8/15/2017	Assessed In Err	DIANA	8/15/2017
0000501848-2016-2016-0000-00-REG	HOLT, DONNIE	8/15/2016	Assessed In Err	DIANA	8/15/2016
0000501853-2013-2013-0000-00-REG	HOLT, DONNIE	8/15/2013	Assessed In Err	DIANA	8/15/2013
0000501854-2015-2015-0000-00-REG	HOLT, DONNIE	8/15/2015	Assessed In Err	DIANA	8/15/2015
0000501856-2011-2011-0000-00-REG	HOLT, DONNIE	8/15/2011	Assessed In Err	DIANA	8/15/2011
0000501858-2009-2009-0000-00-REG	HOLT, DONNIE	8/15/2009	Assessed In Err	DIANA	8/15/2009
0000501859-2014-2014-0000-00-REG	HOLT, DONNIE	8/15/2014	Assessed In Err	DIANA	8/15/2014
0000501861-2010-2010-0000-00-REG	HOLT, DONNIE	8/15/2010	Assessed In Err	DIANA	8/15/2010
0000503645-2017-2017-0000-00-REG	HOLLIFIELD, JODEY	8/15/2017	Ownership	APRIL	8/15/2017
0000503646-2016-2016-0000-00-REG	HOLLIFIELD, JODEY	8/15/2016	Ownership	APRIL	8/15/2016
0000503648-2013-2013-0000-00-REG	HOLLIFIELD, JODEY	8/15/2013	Ownership	APRIL	8/15/2013
0000503649-2015-2015-0000-00-REG	HOLLIFIELD, JODEY	8/15/2015	Ownership	APRIL	8/15/2015
0000503651-2014-2014-0000-00-REG	HOLLIFIELD, JODEY	8/15/2014	Ownership	APRIL	8/15/2014
0000567712-2019-2019-0000-00-REG	HOLT, DONNIE	8/28/2019	Assessed In Err	DIANA	8/28/2019
Subtotal					
Total					

Tax Year	Bill Number	Parcel #	Source Type	Adjustment L#	Adjustment Reason	Date of Adj.	Additional Owners	Refund Recipient Name
MADISON Refunds								
2019	0000002484-2019-2019-0000-00	3055	REI	1218	Landfill error	8/6/2020 9:01:11 AM	Secondary	BURRELL, ADAM GLT
2019	0000013015-2019-2019-0000-00	27916	REI	1222	Landfill error	8/12/2020 10:00:11 AM	Others/Secondary	EDWARDS, RHESA G
2019	0000007187-2019-2019-0000-00	9113	REI	1220	Landfill error	8/6/2020 9:07:35 AM		PLEMMONS, CHARLE
2019	0000003323-2019-2019-0000-00	3392	REI	1221	Landfill error	8/10/2020 1:43:56 PM	Secondary	STEEN, REESE A
	Subtotal							

Authorization

_____ Date:
8/1/2020

North Carolina

Madison County

Lease:

This contract made and entered into this 22nd day of Sept., 2020, by and between Center Community Center Association, Inc., party of the first part and Madison County Community Services, party of the second part.

Witnesseth:

That subject to the terms and conditions herein set out, said party of the first part does hereby let and lease unto said party of the second part, and said party of the second part does hereby accept as tenant of said party of the first part a certain building known as Center Community Center. The party of the second part will be leasing the building known as Center Community Center's kitchen and adjoining dining area.

The terms and conditions of this lease being as follows:

This lease shall begin as of the above date, and unless sooner terminated as herein provided, shall exist and continue until 30th day of June, 2023.

The consideration to be furnished by the party of the second part for said premises shall be \$150.00 per month.

The following shall be furnished by the party of the first part:

- 1) Utilities including electricity, heating, telephone services, and internet will be provided by the party of the first part.
- 2) It is the responsibility of the party of the first part to repair any damages and perform any required maintenance to the property and equipment owned by the Center Community Center Association, Inc.

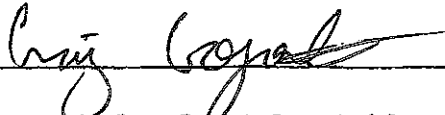
It is further understood between the party of the first part and second part that this building is being leased by the party of the second part with the expectation and understanding that the building will be used to serve meals to the elderly; and that should said building cease being used for that purpose that then this lease shall and will be terminated immediately. It is also understood that if the party of the second part wishes to terminate this lease agreement they will give thirty (30) days' notice.

It is further understood between the party of the first part and the party of the second part that the occasion may arise when it is necessary for the Center Community Center Association, Inc. to resume control of their building and property upon which it is situated in order to maximize the interest of the Center Community Center Association, Inc., and that should that occasion arise, that then Madison County Community Services shall vacate and surrender the building upon sixty (60) days' notice.

It is understood that the party of the second part will use the kitchen, dining area, bathrooms and a storage closet in the back on Monday, Tuesday, Wednesday, and Friday from 8:30 AM-2:30 PM. The party of the second part will have the option to schedule additional events as needed so long as they let the party of the first part know in advance and have it approved. The party of the first part may use the kitchen and dining area so long as it does not interfere with the hours of operation of the party of the second part.

The lease agreement between the party of the first part and the part of the second part will be reviewed and renewed on a 3 year basis.

In Testimony Whereof, said party of the first part and second part have hereunto set their hands and seals the day and year first above written.



Chairman, Madison County Board of Commissioners



Center Community Center Association, Inc.

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: Center Community Center Association, Inc.
COUNTY DEPARTMENT: Community Services
SUBJECT OF CONTRACT: Center Community Center Lease
DATE AND TERM OF CONTRACT: 9/22/2020 - 6/30/2023

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

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

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

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

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

Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements. The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: Brent Williams Title: President, CCA

For MADISON COUNTY: Craig Coyatt Title: Chair

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

By: Kay Leaford
Madison County Finance Officer

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: 8-31-2020

Project Name: Mars Hill Satellite Center

Name of Project Director: Connie Harris

Telephone Number: 828-649-2711 FAX: _____

E-Mail: charris@madisoncountync.gov

Name and Address of Applicant: Mars Hill Satellite Center
67 North Main Street, Mars Hill, N.C. 28754

Type of Agency Applying: Private-Non-Profit _____
Public County Government

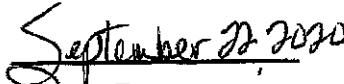
Location of Project: Madison
(county)

ASSURANCES

Mars Hill Satellite Center (hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.



Signature and Title of Authorized Official
[e.g., Director, Board Chairman]



Date

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING**

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21
Budget Request \$3,505

Example only:
non certified center: \$4,069

Required 25% Match \$1,168

divided by .75=\$5,425
[Total projected budget]

Total FY 20-21
Projected Budget \$ 4,673
(up to the amount of the grant)

\$5,425 minus \$4,069=
\$1,356 [local match]

Authorized Signature: Craig Kopas

Title: Chairman, Board of Commissioners

Date: September 22, 2020

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Madison County Community Services

Senior Center Name: Mars Hill Satellite Center

Address: 67 North Main Street, Mars Hill, N.C. 28754

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$1,168
Supplies/Other Operating Costs	\$1,000
Equipment	\$2,505
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$4,673

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: _____

TITLE: Chairman Board of Commissioners

DATE: _____

Ray Lopez
September 22, 2020

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: 8-31-2020

Project Name: Center Community Center Satellite Center

Name of Project Director: Connie Harris

Telephone Number: 828-649-2711 FAX: _____

E-Mail: charris@madisoncountync.gov

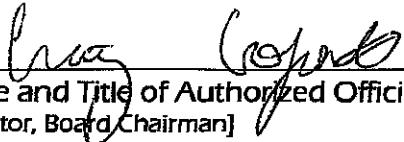
Name and Address of Applicant: Center Community Satellite Center
1300 Grapevine Road, Marshall, N.C. 28753

Type of Agency Applying: Private-Non-Profit _____
Public County Government

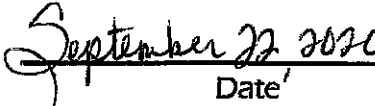
Location of Project: Madison
(county)

ASSURANCES

Center Community Satellite Center hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.



Signature and Title of Authorized Official
[e.g., Director, Board Chairman]



Date

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING**

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21		Example only:
Budget Request	\$3,505	non certified center: \$4,069
Required 25% Match	\$1,168	divided by .75=\$5,425 [Total projected budget]
Total FY 20-21		\$5,425 minus \$4,069=
Projected Budget	\$4,673	\$1,356 [local match]
(up to the amount of the grant)		

Authorized Signature: Craig Boyer
Title: Chairman Board of Commissioners
Date: September 22, 2020

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name:: Madison County Community Services

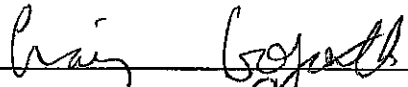
Senior Center Name: Center Community Center Satellite Center

Address:: 1300 Grapevine Road, Marshall, N.C. 28753

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$1,168
Supplies/Other Operating Costs	\$1,505
Equipment	\$2,000
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$4,673

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: 
TITLE: Chairman, Board of Commissioners DATE: September 22, 2020

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Madison County Community Services

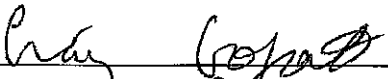
Senior Center Name: Marshall Senior Center

Address: 462 Long Branch Road, Marshall, N.C. 28753

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared: 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$1,168
Supplies/Other Operating Costs	\$2,505
Equipment	\$1,000
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$4,673

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: 
TITLE: Chairman, Board of Commissioners DATE: September 22, 2020

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING**

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21	Example only:
Budget Request \$3,505	non certified center: \$4,069
Required 25% Match \$1,168	divided by .75=\$5,425 [Total projected budget]
Total FY 20-21	\$5,425 minus \$4,069=
Projected Budget \$4,673	\$1,356 [local match]
(up to the amount of the grant)	

Authorized Signature: Craig Coyne
Title: Chairman, Board of Commissioners
Date: September 22, 2020

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Madison County Community Services

Senior Center Name: Shelton Laurel Satellite Center

Address: 4100 Highway 212, Marshall, N.C, 28753

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared: 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$1,168
Supplies/Other Operating Costs	\$3,005
Equipment	\$500
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$4,673

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: Craig Roberts
TITLE: Chairman, Board of Commissioners DATE: September 22, 2020

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: 8-31-2020

Project Name: Beech Glen Satellite Center

Name of Project Director:

Telephone Number: 828-649-2711 FAX: _____

E-Mail: charris@madisoncountync.gov

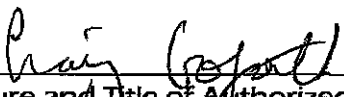
Name and Address of Applicant: Beech Glen Satellite Center
2936 Beech Glen Road, Mars Hill, N.C. 28754

Type of Agency Applying: Private-Non-Profit _____
Public County Government

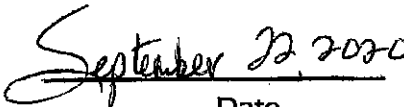
Location of Project: Madison
(county)

ASSURANCES

Beech Glen Satellite Center (hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.



Signature and Title of Authorized Official
[e.g., Director, Board Chairman]



Date

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING**

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21		Example only:
Budget Request	\$3,505	non certified center:
\$4,069		
Required 25% Match	\$1,168	divided by .75=\$5,425
		[Total projected budget]
Total FY 20-21		\$5,425 minus \$4,069=
Projected Budget	\$4,673	\$1,356 [local match]
(up to the amount of the grant)		

Authorized Signature: Ray Lopez
Title: Chairman, Board of Commissioners
Date: September 22, 2020

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Madison County Community Services


Senior Center Name: Beech Glen Satellite Center

Address: 2936 Beech Glen Road, Mars Hill, N.C. 28754

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared: 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$ 1168.00
Supplies/Other Operating Costs	\$ 1505.00
Equipment	\$ 2000.00
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$ 4673.00

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: 
TITLE: Chairman Board of Commissioners DATE: September 21, 2020

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: 8-31-2020

Project Name: Spring Creek Satellite Center

Name of Project Director: Connie Harris

Telephone Number: 828-649-2711 FAX: _____

E-Mail: charris@madisoncountync.gov

Name and Address of Applicant: Spring Creek Satellite Center
13077 NC 209 Hwy, Hot Springs, N.C. 28743

Type of Agency Applying: Private-Non-Profit _____
Public County Government

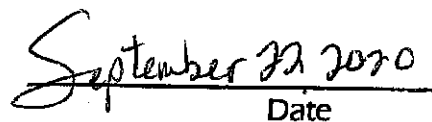
Location of Project: Madison
(county)

ASSURANCES

Spring Creek Satellite Center (hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.



Signature and Title of Authorized Official
[e.g., Director, Board Chairman]



Date

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING**

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21
Budget Request \$3,505

Example only:
non certified center: \$4,069

Required 25% Match \$1,168

divided by .75=\$5,425
[Total projected budget]

Total FY 20-21
Projected Budget \$4,673
(up to the amount of the grant)

\$5,425 minus \$4,069=
\$1,356 [local match]

Authorized Signature: Ray Gopfert

Title: Chairman, Board of Commissioners

Date: September 22, 2020

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Madison County Community Center

Senior Center Name: Spring Creek Satellite Center

Address: 13077 NC 209 Highway, Hot Springs, N.C, 28743

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared: 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$1,168
Supplies/Other Operating Costs	\$2,505
Equipment	\$1,000
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$4,673

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: Ray D. [Signature]
TITLE: Chairman, Board of Commissioners DATE: September 22, 2020

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: 8-31-2020

Project Name: Hot Springs Satellite Center

Name of Project Director: Connie Harris

Telephone Number: 828-649-2711 FAX: _____

E-Mail: charris@madisoncountync.gov

Name and Address of Applicant: Hot Springs Satellite Center

Type of Agency Applying: Private-Non-Profit
Public County Government

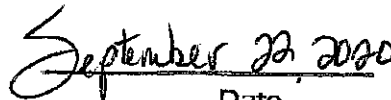
Location of Project: Madison
(county)

ASSURANCES

Hot Springs Satellite Center hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.



Signature and Title of Authorized Official
[e.g., Director, Board Chairman]



Date

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING**

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21

Budget Request \$3,505

Example only:

non certified center: \$4,069

Required 25% Match \$1,168

divided by .75=\$5,425
[Total projected budget]

Total FY 20-21

Projected Budget \$ 4,673

(up to the amount of the grant)

\$5,425 minus \$4,069=
\$1,356 [local match]

Authorized Signature: _____

Title: Chairman, Board of Commissioners

Date: September 22, 2006

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Madison County Community Services

Senior Center Name: Hot Springs Satellite Center

Address: 356 NW Hwy 25/70, Hot Springs, N.C. 28754

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$1,168
Supplies/Other Operating Costs	\$1,000
Equipment	\$2,505
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$4,673

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: _____

TITLE: Chairman Board of Commissioners DATE: September 22, 2020

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: 8-31-2020

Project Name: Upper Laurel Satellite Center

Name of Project Director: Connie Harris

Telephone Number: 828-649-2711 FAX: _____

E-Mail: charris@madisoncountync.gov

Name and Address of Applicant: Upper Laurel Satellite Center
281 Laurel Valley Road, Mars Hill, N.C. 28754

Type of Agency Applying: Private-Non-Profit _____
Public County Government

Location of Project: Madison
(county)

ASSURANCES

Upper Laurel Satellite Center (hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.



Signature and Title of Authorized Official
[e.g., Director, Board Chairman]



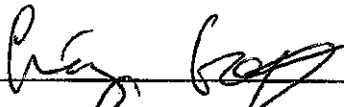
Date

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING**

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21		Example only:
Budget Request	\$3,505	non certified center: \$4,069
Required 25% Match	\$1,168	divided by .75=\$5,425 [Total projected budget]
Total FY 20-21		\$5,425 minus \$4,069=
Projected Budget	\$4,673	\$1,356 [local match]
(up to the amount of the grant)		

Authorized Signature: 

Title: Chairman, Board of Commissioners

Date: September 22, 2020

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Madison County Community Services

Senior Center Name: Upper Laurel Satellite Center

Address: 281 Laurel Valley Road, Mars Hill, N.C. 28754

Period Covered: July 1, 2020 to May 30, 2021 Date Prepared: 8-31-2020

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$1,168
Supplies/Other Operating Costs	\$2705
Equipment	\$800
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$4,673

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE [Signature]
TITLE Chairman, Board of Commissioners DATE: September 22, 2020