

The Madison County Board of Commissioners met in regular session on Tuesday, November 10, 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 that the agenda be amended as followings:

Item 6-suspend until further notice

Item 7-postpone until the next meeting

Item 8c-remove from the agenda

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 1.1)

**Agenda Item 2: Approval of October 13, 2020 (Special) Minutes; October 13, 2020 (Regular) Minutes; October 27, 2020 (Special) Minutes**

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

**Agenda Item 3: Public Comment**

No public comment was available to be heard by the Board.

**Agenda Item 4: Craig Goforth, Board Chairman**

**a. Susan Rector-Register of Deeds Recognition**

Chairman Goforth presented a plaque to Ms. Rector honoring her upcoming retirement. The inscription on the plaque was read into record by Chairman Goforth. Ms. Rector addressed the Board.

**b. Wayne Brigman-Commissioner Recognition**

Chairman Goforth presented a plaque to Chairman Goforth honoring his work with the Board of Commissioners. The inscription on the plaque was read into record by Chairman Goforth. Commissioner Brigman addressed the Board.

**Agenda Item 5: Kim Bellofatto, Library Director**

On behalf of herself and the Library Board of Trustees, Ms. Bellofatto presented and discussed the Library Late Fee Policy. She requested revision of the current Late Fee Policy to eliminate late fees for patrons at the library and took questions from the Board.

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 5.1)

**Agenda Item 6: Public Hearing-Community Development Block Grant**

Item suspended from the agenda until further notice.

**Agenda Item 7: Public Hearing-Madison County Transportation Authority Grant Funding**

Item postponed until the next meeting.

**Agenda Item 8: Kary Ledford, Interim Finance Officer**

Chairman Goforth took the floor to recognize Michael Garrison, Commissioner elect and Mary Jane Wallin, Register of Deeds elect.

**a. Budget Amendment #5**

Ms. Ledford presented and discussed Budget Amendment #5 with the Board.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson , the Board voted unanimously to approve Budget Amendment #5 as recommended by the Finance Officer. (Attachment 8.1)

**b. October Financial Report**

Ms. Ledford presented and discussed the October Financial Report with the Board as well as took questions from Board members. (Attachment 8.2)

**c. Tax Refunds and Releases**

Item removed from the agenda.

**Agenda Item 9: Brooke Ledford, Human Resources Director**

Ms. Ledford presented and discussed the 2021 Holiday Schedule with the Board.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 9.1)

**Agenda Item 10: Norris Gentry, Commissioner/Interim County Manager**

**a. County Manager's Update**

Commissioner Gentry discussed information with the Board regarding the appointment of Fire Commissioners in the County. Discussion was had by the Board regarding establishing a procedure for the appointment of these positions and obtaining the input from Fire Chiefs in the County.

Commissioner Gentry discussed Blannahassett Island and the future of the space with the Board. Discussion was had by the Board.

An update on the mobile building which will serve as the COVID-19 testing facility at the Health Department was provided to the Board by Commissioner Gentry.

A computer software update which is needed in the Finance Department as well as updates including glass barriers for the courtroom and public address system at the courthouse were discussed with the Board by Commissioner Gentry. Discussion was had by the Board.

Commissioner Gentry provided an update regarding the revision of the Solid Waste Ordinance to the Board. Also discussed by Commissioner Gentry was an update on the progress of the work of the County to become compliant

with NCGS 160A. Council was provided by County Attorney Donny Laws. Commissioner Gentry also updated the Board regarding his enrollment for budget training with the University of North Carolina School of Government.

**b. 5310 Enhanced Mobility of Seniors Grant**

Commissioner Gentry presented and discussed the 5310 Enhanced Mobility of Seniors Grant for the Transportation Authority in the amount of \$7,920.00. Discussion was had by the Board. Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 10.2)

**c. Voluntary Annexation Into Town of Marshall**

Commissioner Gentry discussed information regarding the voluntary annexation of the Cooperative Extension Building at 258 Carolina Lane into the Town of Marshall as the building is currently receiving in territory water and sewer from the Town. Commissioner Gentry requested authorization for he and the County Attorney to pursue the issue to which the Board consented.

**d. Mountain Area Workforce Development Board NC Department of Commerce Grant Application**

Commissioner Gentry presented and discussed information regarding the Mountain Area Workforce Development Board's NC Department of Commerce Grant application. Discussion was had by the Board.

Upon motion by Chairman Goforth and second by Vice-Chairman Snelson, the Board voted unanimously to approve. (Attachment 10.4)

**e. Animal Control Inventory Policy**

Commissioner Gentry presented and discussed the Animal Control Inventory Policy with the Board. Discussion was had by the Board with council being provided by County Attorney Donny Laws regarding amendments that have been made to the policy.

Upon motion by Chairman Goforth and second by Commissioner Wechtel, the Board voted unanimously to approve as amended. (Attachment 10.5)

**f. Memorandum of Understanding FY 20-21 and 21-22-Department of Health and Human Services and County**

Commissioner Gentry presented and discussed the FY 20-21 and 21-22 MOU with the Department of Health and Human Services and the County. Discussion was had by the Board with council being provided by County Attorney Donny Laws.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 10.6)

**g. Consideration of Contract to Retain PFA Architects, PA**

Commissioner Gentry presented and discussed the contract to employ PFA Architects, PA for the proposed renovation at the Health Department. Discussion was had by the Board.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 10.7)

**h. Personnel and i. Attorney-Client Privilege**

Commissioner Gentry requested that the Board enter into closed session to discuss personnel, property, and attorney-client privilege. Upon motion by Chairman Goforth and second by Vice-Chairman Snelson, the Board voted unanimously to enter into closed session pursuant to NCGS 143-318.11 (a)(3) and 143-318.11 (a)(6) for personnel.



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

**Agenda Item 11: Adjournment**

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

This the 10th day of November, 2020.

MADISON COUNTY

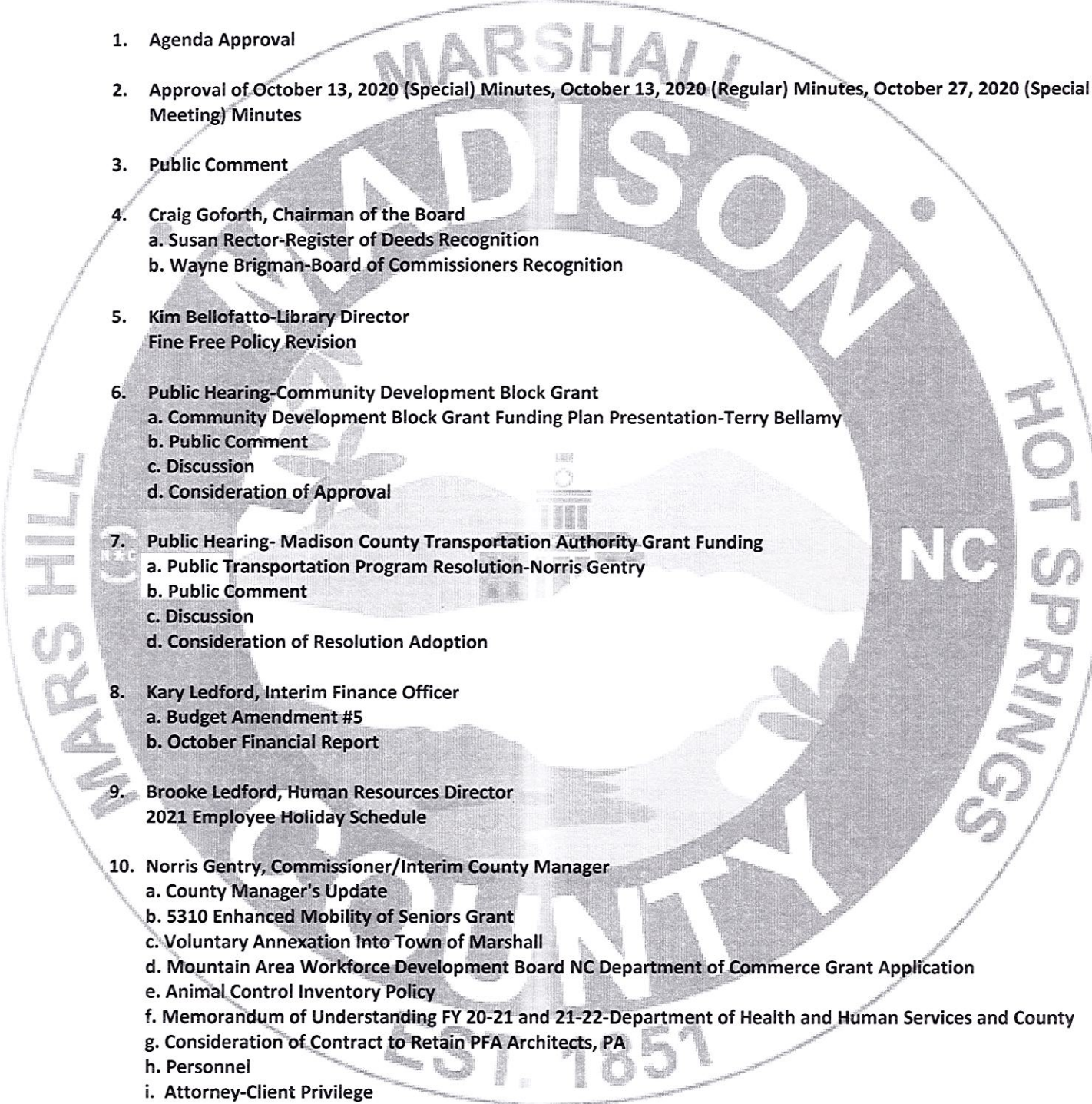
  
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Craig Goforth, Chairman  
Board of Commissioners

ATTEST:

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



Madison County Board of Commissioners  
Agenda  
November 10, 2020

- 7:00 P.M. Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence
1. Agenda Approval
  2. Approval of October 13, 2020 (Special) Minutes, October 13, 2020 (Regular) Minutes, October 27, 2020 (Special Meeting) Minutes
  3. Public Comment
  4. Craig Goforth, Chairman of the Board
    - a. Susan Rector-Register of Deeds Recognition
    - b. Wayne Brigman-Board of Commissioners Recognition
  5. Kim Bellofatto-Library Director  
Fine Free Policy Revision
  6. Public Hearing-Community Development Block Grant
    - a. Community Development Block Grant Funding Plan Presentation-Terry Bellamy
    - b. Public Comment
    - c. Discussion
    - d. Consideration of Approval
  7. Public Hearing- Madison County Transportation Authority Grant Funding
    - a. Public Transportation Program Resolution-Norris Gentry
    - b. Public Comment
    - c. Discussion
    - d. Consideration of Resolution Adoption
  8. Kary Ledford, Interim Finance Officer
    - a. Budget Amendment #5
    - b. October Financial Report
  9. Brooke Ledford, Human Resources Director  
2021 Employee Holiday Schedule
  10. Norris Gentry, Commissioner/Interim County Manager
    - a. County Manager's Update
    - b. 5310 Enhanced Mobility of Seniors Grant
    - c. Voluntary Annexation Into Town of Marshall
    - d. Mountain Area Workforce Development Board NC Department of Commerce Grant Application
    - e. Animal Control Inventory Policy
    - f. Memorandum of Understanding FY 20-21 and 21-22-Department of Health and Human Services and County
    - g. Consideration of Contract to Retain PFA Architects, PA
    - h. Personnel
    - i. Attorney-Client Privilege
  11. Adjournment
- 



# Madison County Public Libraries

Kim Bellofatto  
Library Director  
[kbellofatto@madisoncountync.gov](mailto:kbellofatto@madisoncountync.gov)  
828.649.3741

## Attachment 5.1

**Date:** October 29, 2020  
**To:** Board of County Commissioners  
**From:** Kim Bellofatto – Library Director  
**Re:** Proposed Fine Policy Revision

The Madison County Public Libraries, with the unanimous support of its Board of Trustees and its Management team, would like to ask the Board of County Commissioners to approve the following revision to its current policies related to overdue (late) fines.

### Current Policies

It is the policy of the library to charge 25¢ per day for late books and audiobooks and \$1 per day for late DVDs, up to a maximum of \$5.00 per item. Fines are calculated for each day, except when the library is closed. Overdue fines must be paid in order to maintain borrowing privileges.

In addition, in the event that a patron has unpaid fines of more than \$11.00 and has been delinquent for more than 3 months with no effort toward restitution, it is the policy of the library to submit this information to the Finance Office for further processing and collection. The county, in turn, contacts the patron in an effort to avoid sending the account to the State for collection. According to the written policy, “the window of opportunity to clear the patron’s account closes on the day their record is sent to Raleigh. Once this happens, the library and the county finance office no longer have the power to restore the patron’s good status”. If the patron returns his/her overdue items, the Director or Administrative Manager will call the Finance Office, who in turn will call Raleigh to check on the status of the Patron’s account.

### Proposed Revision

The library proposes eliminating future fines for overdue/late books for the reasons outlined below and the elimination of all outstanding patron late fines.

Under the new policy, a user who keeps items past the due date will receive a series of notices reminding them that the item should be returned. If the items are not returned after 45 days beyond the due date, the user will receive a bill for the replacement cost of the materials and their ability to check out other materials will be suspended. If the item is returned, the user’s ability to borrow materials will be restored. If the item cannot be found, the user can pay the bill for the item in total or in payments, and then their ability to borrow materials will be restored when the item is paid in full. Patrons who repeatedly need to reimburse the cost of materials will have the quantity of materials that they are able to check out reduced to two items to reduce loss exposure.

The library will make every effort to collect any outstanding amounts for lost or damaged books without the need to submit these names to the County for collection. However, after six months, any amount in excess of \$50 will be submitted to the County for collection, and this amount will then be handled in accordance with the current collection policies of the Finance Office.



### **Background on Fine Free Libraries**

The initial research about library fine data goes back as far as 1983. In addition, there has been a move in large metropolitan areas and throughout our state to go fine free, and several public library studies have analyzed the impact of eliminating fines.

- (1) The primary reason given for charging a late fine is to make people return their books on time.
  - However, there are actually very few studies that support this.
  - There are now numerous studies that show the increase in returned materials once fines were eliminated. Most studies show that 95% of library materials were returned within a week of their due date.
  - For some communities with lower income populations, the fines actually discouraged the return of materials to “avoid” the fine and resulted in decreased use of the library.

Fines may seem fair to people who can afford to pay them, but they negatively impact lower income patrons. Fines create a barrier for the communities who need libraries the most. Due to the recent pandemic, the number of people in our county who have been financially impacted has grown. Before the pandemic, the library would have listed our underserved communities as low-income adults and their families, adults with low literacy skills, seniors, teen parents, at-risk teens, homeless individuals, and some of our geographically isolated communities. Now we see people feeling economic limitations in all socio-economic groups.

**We have already taken steps that have reduced late fees significantly by allowing checked out books to auto-renew up to three times unless someone else is waiting for the item. This cushion of time resolves most late issues.**

**We found during our closure to the public that, when we suspended fines to avoid handling cash, people returned their materials on time, and many missing items were returned by patrons who heard about the suspension of fines.**

**Management staff has always waived individual fines from time to time based on individual circumstances when they are made aware of a situation that is beyond a patron’s control.**

- (2) Another reason that could be given for charging late fines is to supplement the library’s budget.
  - However, we do not rely upon these fines to meet our budget. We are blessed to have a county that supports and believes in the value of having a library in each of our three main communities.
  - Here are the actual numbers from the library’s budget:
    - In the 2019-2020 fiscal year, income from book dues/fees was \$3145 (which also includes charges for lost and damaged books). We did not charge late fees from ~2/23 to 6/1 in 2020.
    - In the more typical 2018-2019 year, this income was \$5329.
    - However, **fines are less than 1% of our total operating budget.**
  - The library system does its part to raise income as well by applying for and receiving more than \$80,000 in State Aid annually, plus we apply for numerous grants every year to offset expenses that would have been budget items.
  - We also have three active Friends of the Library groups who provide thousands of dollars each year to offset expenses that would otherwise be paid for by the county.

In addition, **there is an internal cost for applying late fees.** Employee time that has been spent on analyzing fines, contacting patrons regarding fees, meeting with patrons to make financial arrangements, and calculating amounts due for submission for collections could be better spent providing services to patrons and the library community.



The Finance Office also has to put in time submitting these items for collection and for tax refund garnishment. It should be noted that garnishing income for late library fees from an individual who needs that refund to meet other obligations causes no end of upset for the patron, the library, and the county.

**The time spent on processing these late fines is the equivalent of spending dollars to collect dimes. It does not make sense for late fine amounts.**

**The library is not proposing the elimination of charges for lost or damaged books. We are entirely in favor of continuing to recoup our investment in books and other library materials since this expense is worth the investment of time.**

We believe that, by eliminating overdue/late fines altogether, we will remove the greatest barrier to access, which would hopefully reduce the fear of consequences for coming to the library and using its resources.

Fines damage library-community relations and erode trust. We are in effect charging penalties for reading. This works against our mission to foster and support the love of reading. Our goal is to have a different relationship with our patrons that is focused on helping them find the resources and information that they need to improve the quality of their lives.

Ensuring access and equity for all residents of the county, including people from underserved groups, requires forethought, intention, planning, and resources. Wonderful things are happening in Madison County, thanks to forward-thinking people like all of you, and we want the library to be part of that vision for the future for all our citizens, in education, employment, and overall quality of life.

#### **In conclusion, these are the arguments in favor of going fine free**

- Fines disproportionately affect lower income patrons and those on a fixed budget
- Fines are punitive and not effective at teaching people how to do better
- Fines are not a significant part of the budget
- Eliminating fines may improve circulation
- Patrons can still donate money to the library if they are able
- Improved Patron/Library relationship
- Improve staff morale

#### **Current List of Fine Free Libraries in NC:**

Chapel Hill Public Library, Carteret County Public Library, Durham County Libraries, Farmville Public Library, Gaston County Public Library, Gibsonville Public Library, Greensboro Public Library, Hickory Public Library, Mooresville Public Library, Northwestern Regional Library System (Alleghany, Stokes, Surry, and Yadkin counties) Robeson County Public Library, Transylvania County Libraries, Wake County Public Library, Wilson County Public Library, ...and counting.

#### **Additional Resources if you are interested:**

<http://www.ala.org/aboutala/sites/ala.org.aboutala/files/content/Resolution%20on%20Monetary%20Library%20Fines%20as%20a%20Form%20of%20Social%20Inequity-FINAL.pdf>

<https://www.npr.org/2019/11/30/781374759/we-wanted-our-patrons-back-public-libraries-scrap-late-fines-to-alleviate-inequi>

<https://thehill.com/changing-america/enrichment/arts-culture/476997-more-libraries-are-going-fine-free-heres-why>

<https://americanlibrariesmagazine.org/blogs/the-scoop/imagining-fine-free-future/>

**Madison County  
Board of Commissioners**

**Budget Amendment #5  
November 10, 2020**

| <b>Description</b>   | <b>Line Item</b> | <b>Debit</b> | <b>Credit</b> |
|--|------------------|--------------|---------------|
| <b>Health Department</b>                                     |                  |              |               |
| Salaries   | 10.5110.1210     | \$ 21,120.00 |               |
| FICA   | 10.5110.1810     | \$ 1,615.68  |               |
| LGERS  | 10.5110.1820     | \$ 2,160.64  |               |
| Health Insurance   | 10.5110.1830     | \$ 9,000.00  |               |
| Unemployment Insurance                                       | 10.5110.1850     | \$ 211.27    |               |
| Worker's Compensation  | 10.5110.1860     | \$ 86.59     |               |
| Life Insurance   | 10.5110.1890     | \$ 26.59     |               |
| State AA Action 715  | 10.3513.3480     |              | \$ 18,460.00  |
| State AA Covid 115   | 10.3513.5425     |              | \$ 44,403.00  |
| State AA Covid 115   | 10.5110.5425     | \$ 44,403.00 |               |
| Salaries   | 10.5110.1210     | \$ 8,756.01  |               |
| FICA   | 10.5110.1810     | \$ 669.83    |               |
| Retirement   | 10.5110.1820     | \$ 896.96    |               |
| Health Insurance   | 10.5110.1850     | \$ 87.56     |               |
| Workers Comp   | 10.5110.1860     | \$ 25.39     |               |
| <b>IT Department</b>   |                  |              |               |
| Salaries   | 10.4931.1210     | \$ 976.78    |               |
| FICA   | 10.4931.1810     | \$ 74.72     |               |
| Retirement   | 10.4931.1820     | \$ 100.02    |               |
| Unemployment   | 10.4931.1850     | \$ 9.77      |               |
| Workers Comp   | 10.4931.1860     | \$ 1.37      |               |
| Additional funds to cover overtime pay for Covid-19 response |                  |              |               |
| <b>911 Dispatchers</b>                                       |                  |              |               |
| Salaries   | 10.4331.1210     | \$ 3,709.44  |               |
| FICA   | 10.4331.1810     | \$ 283.77    |               |
| Retirement   | 10.4331.1820     | \$ 379.85    |               |
| Unemployment   | 10.4331.1850     | \$ 37.09     |               |
| Workers Comp   | 10.4331.1860     | \$ 5.19      |               |
| Additional funds to cover overtime pay for Covid-19 response |                  |              |               |
| <b>County Planning</b>                                       |                  |              |               |
| Salaries   | 10.4931.1210     |              | \$ 52,500.00  |
| FICA   | 10.4931.1810     |              | \$ 4,017.00   |
| Retirement   | 10.4931.1820     |              | \$ 5,095.00   |
| Health Insurance   | 10.4931.1830     |              | \$ 4,500.00   |

|                |              |    |          |
|----------------|--------------|----|----------|
| Unemployment   | 10.4931.1850 | \$ | 525.00   |
| Workers Comp   | 10.4931.1860 | \$ | 2,043.00 |
| Life Insurance | 10.4931.1890 | \$ | 22.00    |

Moving from County Planning Department to Inspections to consolidate departments

**Inspections and Zoning**

|                          |              |    |           |
|--------------------------|--------------|----|-----------|
| Salaries                 | 10.4350.1210 | \$ | 33,461.54 |
| FICA                     | 10.4350.1810 | \$ | 2,559.81  |
| Retirement               | 10.4350.1820 | \$ | 3,423.12  |
| Health Insurance         | 10.4350.1830 | \$ | 4,500.00  |
| Unemployment             | 10.4350.1850 | \$ | 334.62    |
| Workers Comp             | 10.4350.1860 | \$ | 1,301.65  |
| Life Insurance           | 10.4350.1890 | \$ | 21.60     |
| Travel                   | 10.4350.3110 | \$ | 500.00    |
| Professional Development | 10.4350.2650 | \$ | 2,000.00  |
| Motor Fuels              | 10.4350.2510 | \$ | 1,000.00  |
| Email                    | 10.4350.4300 | \$ | 165.60    |
| Office Supplies          | 10.4350.2610 | \$ | 1,200.00  |

Combining departments and increasing lines for new Zoning Administrator

**Finance**

|                              |              |    |          |
|------------------------------|--------------|----|----------|
| Rent-Driver's License Office | 10.3834.8604 | \$ | 2,400.00 |
| Misc. Revenue-Dogwood Census | 10.3836.1100 | \$ | 6,000.00 |
| Office Supplies              | 10.4130.2610 | \$ | 2,000.00 |

Reducing rent revenue for months August-October. Increasing lines to

**Governing Board**

|                             |              |    |          |
|-----------------------------|--------------|----|----------|
| Legal Fees                  | 10.4110.1920 | \$ | 3,738.25 |
| Misc Service                | 10.4110.3990 | \$ | 800.00   |
| Elderly Exemption Trash Fee | 10.5211.8110 | \$ | 1,510.00 |

Survey of EMS property. Additional legal fees.

**Dept of Social Services**

|                                |              |    |           |
|--------------------------------|--------------|----|-----------|
| Land of Sky Cares Funding-Nut. | 10.3550.4000 | \$ | 39,068.00 |
| Capital Outlay-Nut.            | 10.5551.5550 | \$ | 39,068.00 |
| IHO-Professional Services      | 10.5500.1990 | \$ | 490.00    |
| IHO Office Supplies            | 10.5500.2610 | \$ | 100.00    |
| IHO Travel                     | 10.5500.3110 | \$ | 301.55    |
| IHO Telephone Service          | 10.5500.3210 | \$ | 563.13    |
| IHO Postage                    | 10.5500.3250 | \$ | 75.00     |
| IHO Electricity                | 10.5500.3310 | \$ | 2,708.37  |
| IHO Water                      | 10.5500.3340 | \$ | 775.87    |



|                            |              |    |          |        |
|----------------------------|--------------|----|----------|--------|
| IHO Training               | 10.5500.3950 |    | \$       | 500.00 |
| IHO Email                  | 10.5500.4300 |    | \$       | 124.00 |
| IHO Insurance              | 10.5500.4510 |    | \$       | 235.00 |
| IHO VSO Office             | 10.5500.5000 |    | \$       | 745.00 |
| Nut.-Professional Services | 10.5551.1990 | \$ | 490.00   |        |
| Nut. Office Supplies       | 10.5551.2610 | \$ | 100.00   |        |
| Nut. Travel                | 10.5551.3110 | \$ | 301.55   |        |
| Nut. Telephone Service     | 10.5551.3210 | \$ | 563.13   |        |
| Nut. Postage               | 10.5551.3250 | \$ | 75.00    |        |
| Nut. Electricity           | 10.5551.3310 | \$ | 2,708.37 |        |
| Nut. Water                 | 10.5551.3340 | \$ | 775.87   |        |
| Nut. Training              | 10.5551.3950 | \$ | 500.00   |        |
| Nut. Email                 | 10.5551.4300 | \$ | 124.00   |        |
| Nut. Insurance             | 10.5551.4510 | \$ | 235.00   |        |
| Nut. VSO Office            | 10.5551.5000 | \$ | 745.00   |        |

Ms. Proffitt secured grant thru LOS to purchase van and other items for the Nutrition Department. Moving funds from In Home Aid Department to Nutrition

**Landfill**

|                                |              |    |            |            |
|--------------------------------|--------------|----|------------|------------|
| Debt Service Fund/Fund Balance | 80.3000.1000 |    | \$         | 155,772.00 |
| Capital Vehicles               | 80.4721.5410 | \$ | 155,772.00 |            |

Moving funds from Debt Service Account for purchase of Mack Roll-off Vehicle

**Carry Forwards Funds from FY20**

|                |              |    |           |           |
|----------------|--------------|----|-----------|-----------|
| Triple P Grant | 10.5110.3401 | \$ | 13,010.20 |           |
| Rollover       | 10.3513.3401 |    | \$        | 13,010.20 |

**Cares Act Funds**

|                          |              |  |    |           |
|--------------------------|--------------|--|----|-----------|
| Contra Salary & Benefits | 10.4310.2000 |  | \$ | 84,081.92 |
| Contra Salary & Benefits | 10.5110.2000 |  | \$ | 42,750.11 |

Taking from Contra accounts covered by CARES Act funds and redistributed to departments to cover salary overages due to additional hours reported in response to Covid-19

|                    |              |    |            |               |
|--------------------|--------------|----|------------|---------------|
| <b>Contingency</b> | 10.7000.0000 | \$ | 108,843.32 |               |
|                    |              | \$ | 478,865.15 | \$ 478,865.15 |

We are 33.32% of the way through the FY21 budget.

Bank balances at October 31, 2020 are as follows:

|                               | Unrestricted          | Restricted            |
|-------------------------------|-----------------------|-----------------------|
| General Fund                  | \$1,584,803.91        |                       |
| Debt Service Fund             | \$204,293.56          |                       |
| Capital Outlay Fund           | \$326,101.99          |                       |
| Capital Management            | \$6,694,626.63        |                       |
| Occupancy Tax Fund            |                       | \$72,165.67           |
| Revaluation Fund              |                       | \$22,726.61           |
| Tourism Development           |                       | \$698,247.25          |
| Automation Fund               |                       | \$159,016.40          |
| Drug Seizure Fund             |                       | \$4,202.00            |
| Inmate Trust Fund             |                       | \$31,801.03           |
| Soil & Water Conservation     |                       | \$67,437.27           |
| <b>Total of All Accounts:</b> | <b>\$8,809,826.09</b> | <b>\$1,055,596.23</b> |

|   |                       |                   |
|---|-----------------------|-------------------|
| New Jail Loan   | \$ (480,000.00)       | (Due in February) |
| School Debt Service                                   | \$ (429,667.00)       | (Due in February) |
| 40-42 Set Aside for Schools                           | \$ (1,499,739.91)     |                   |
| Unspent Grant/Restricted Proceeds                     | \$ (767,625.28)       |                   |
| Adoption Promotion Fund                               | \$ (104,211.47)       |                   |
| Encumbered Amounts                                    | \$ (2,427,248.50)     |                   |
| <b>Total Unassigned and Unrestricted Bank Balance</b> | <b>\$3,101,333.93</b> |                   |

|  | General               | Landfill             | 911                 |
|--|-----------------------|----------------------|---------------------|
| <b>Unassigned and Unrestricted totals by Fund:</b> | <b>\$1,007,040.76</b> | <b>(\$44,027.98)</b> | <b>\$291,933.63</b> |

SUMMARIES:

Percentage of budget at October 2020 is:

| All Funds:   |                | YTD            | % OF BUDGET |
|--------------|----------------|----------------|-------------|
| Revenues     | \$3,764,077.58 | \$7,976,955.14 | 27.16       |
| Expenditures | \$2,787,602.68 | \$7,966,456.25 | 30.74       |

| General Fund          | MTD            | YTD            | Encumbered      | % OF BUDGET | YEAR TO DATE 10/19 |
|-----------------------|----------------|----------------|-----------------|-------------|--------------------|
| Revenues to Date:     | \$3,401,950.76 | \$7,319,108.57 |                 | 27.66       | \$6,224,840.07     |
| Expenditures to Date: | \$2,573,729.82 | \$7,296,392.79 | \$ 2,975,065.87 | 28.64       | \$6,841,236.91     |
| 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 10/19 |
|-----------------------|--------------|--------------|--------------|-------------|--------------------|
| Revenues to Date:     | \$349,942.19 | \$605,189.77 |              | 29.14       | \$426,496.70       |
| Expenditures to Date: | \$191,513.72 | \$597,774.26 | \$547,817.37 | 28.78       | \$587,722.39       |
| Gain/Loss to Date:    | \$158,428.47 | \$7,415.51   |              |             |                    |
| Contingency           | \$6,798.62   |              |              |             |                    |

| 911 Emergency Telephone Services | MTD           | YTD         |            | % OF BUDGET | YEAR TO DATE 10/19 |
|----------------------------------|---------------|-------------|------------|-------------|--------------------|
| Revenues                         | \$12,184.63   | \$52,656.80 |            | 25.35       | \$65,633.95        |
| Expenditures                     | \$22,359.14   | \$72,289.20 | \$1,215.00 | 34.8        | \$56,331.88        |
| Gain/Loss                        | (\$10,174.51) | 3.00        |            |             | \$9,302.07         |
| Contingency                      | \$-           |             |            |             |                    |



## GENERAL FUND:

| DEPARTMENT                           | MTD            | YTD            | % OF BUDGET | YEAR TO DATE 10/19 |
|--------------------------------------|----------------|----------------|-------------|--------------------|
| Vehicle Tax                          | \$97,560.19    | \$402,487.60   | 45.75       | \$261,974.75       |
| Overages/Underages                   | \$3.44         | \$3.71         |             | \$0.03             |
| Ad Valorem Tax Interest              | \$7,627.27     | \$35,977.93    | 27.68       | \$28,597.97        |
| Late Listing Fee                     | \$1,675.27     | \$3,810.02     | 23.81       | \$4,080.86         |
| Legal Fees                           |                |                |             |                    |
| 2009 Ad Valorem Tax                  |                | \$116.97       |             | \$515.50           |
| 2010 Ad Valorem Tax                  |                | \$130.02       | 2.6         | \$1,238.16         |
| 2011 Ad Valorem Tax                  | \$12.95        | \$164.01       | 3.28        | \$1,759.47         |
| 2012 Ad Valorem Tax                  | \$51.99        | \$547.86       | 7.83        | \$2,505.53         |
| 2013 Ad Valorem Tax                  | \$31.90        | \$1,551.97     | 22.17       | \$1,014.02         |
| 2014 Ad Valorem Tax                  |                | \$977.73       | 12.22       | \$1,525.20         |
| 2015 Ad Valorem Tax                  | \$337.00       | \$2,034.66     | 25.43       | \$761.21           |
| 2016 Ad Valorem Tax                  | \$1,185.03     | \$5,947.32     | 19.82       | \$11,617.03        |
| 2017 Ad Valorem Tax                  | \$2,006.62     | \$1,008,605.00 | 16.81       | \$23,885.07        |
| 2018 Ad Valorem Tax                  | \$7,309.94     | \$30,235.29    | 30.24       | 66,967.01          |
| 2019 Ad Valorem Tax                  | \$18,104.13    | \$115,292.21   | 71.95       | 66,967.01          |
| 2020 Ad Valorem                      | \$2,273,066.28 | \$2,096,296.21 | 19.35       |                    |
| Collection Fees: Marshall            |                |                |             |                    |
| Collection Fees: Mars Hill           |                |                |             |                    |
| Collection Fees: Hot Springs         |                |                |             |                    |
| Sale of Tax Maps                     |                | \$30.50        | 7.63        | \$142.50           |
| Tax Office Copies                    |                |                |             |                    |
| Returned Check                       |                | \$20.99        |             | \$820.57           |
| Refunds/Overpayment of Taxes         | \$3,840.88     | \$5,166.97     |             | \$31.88            |
| Contra: Returned Check               |                |                |             |                    |
| Sale of Foreclosed Property          |                | \$2,509.00     | 16.73       | \$16,500.00        |
| Contra: Foreclosed Property Expenses |                |                |             |                    |
| Sales Tax/Video Programming          |                |                |             | \$3,497.90         |
| Sales Tax                            | \$417,179.75   | \$1,209,025.58 | 31.80       | \$366,579.74       |
| Gas Tax Refund/State                 | \$3,815.41     | \$3,815.41     | 17.34       | \$7,018.10         |
| Payment In Lieu of Taxes             |                |                |             |                    |
| Forest Service Timber Sales          |                |                |             |                    |
| Clerk of Court                       | \$75.65        | \$11,969.74    | 23.38       | \$2,007,187.00     |
| Board of Elections                   | 17500          | \$17,504.00    | 98.56       | \$57.75            |
| Register of Deeds                    | \$51,693.00    | \$187,114.00   | 57.27       | \$126,940.00       |
| Sheriff's Department                 | \$119,424.46   | \$482,279.97   | 35.39       | \$94,957.87        |
| Emergency Management                 |                |                |             |                    |
| Inspections                          | \$5,357.00     | \$56,541.56    | 30.43       | \$81,164.36        |
| Animal Control                       | \$1,048.00     | \$13,645.09    | 52.89       | \$21,184.07        |
| Transportation                       | \$10,631.93    | \$70,357.40    | 17.45       | \$94,519.98        |
| Cooperative Extension Service        |                |                |             |                    |
| Soil & Water Conservation            |                |                |             |                    |
| Grant Revenues/ICPC/DJJDP            | \$20,375.00    | \$156,643.70   | 48.86       | \$35,251.55        |

| DEPARTMENT                    | MTD          | YTD           | % OF BUDGET | YEAR TO DATE 10/19 |
|-------------------------------|--------------|---------------|-------------|--------------------|
| Health Department             | 129647.54    | 620308.1      | 33.39       | 561977.17          |
| Medicaid Hold Harmless Tax    |              | \$58,054.46   | 70.8        | \$ 118,492.15      |
| Social Services               | \$133,029.87 | \$551,611.80  | 22.26       | \$608,105.18       |
| AFDC                          |              |               |             |                    |
| Foster Care                   | \$32,183.10  | \$128,846.56  | 12.44       | \$196,019.46       |
| Medicaid                      |              |               |             | \$370.00           |
| Adoption                      |              |               |             |                    |
| Child Support Enforcement     | \$6,887.54   | \$26,442.61   | 23.27       | \$15,531.81        |
| In Home Aides                 | \$5,016.75   | \$16,505.98   | 18.86       | \$3,976.00         |
| Beech Glen Center             |              |               |             | \$235.00           |
| Nutrition                     | \$1,500.00   | \$26,863.92   | 15.21       | \$47,466.26        |
| State Lottery Funds/Education |              | \$350,000.00  |             | 250000             |
| Library                       | \$7,066.25   | \$28,465.50   | 28.49       | \$43,163.10        |
| Parks & Recreation            | 990          | \$3,670.00    | 34.01       | \$8,070.00         |
| Interest Earned               | \$97.22      | \$1,017.31    | 3.99        | \$37,203.48        |
| Rent of County Property       | \$6,627.50   | \$18,560.00   | 25.53       | \$27,900.00        |
| Finance/Other                 | \$6,419.54   | \$4,731.65    | 65.72       | \$2,117.42         |
| Miscellaneous Income          | 6,524.42     | \$ 446,323.24 | 101.9       | \$2,606.14         |
| Fund Transfer In              |              |               |             |                    |
| Totals                        | 3,401,950.76 | 7,319,108.57  | 27.66       | \$6,224,840.07     |

#### GENERAL FUND EXPENDITURES

| DEPARTMENT                    | MTD          | YTD            | Encumbered   | % OF BUDGET | YEAR TO DATE 10/19 |
|-------------------------------|--------------|----------------|--------------|-------------|--------------------|
| Governing Body                | \$15,882.40  | \$85,938.65    |              | 59.76       | \$35,378.66        |
| Finance Office                | \$48,839.36  | \$162,565.32   | \$ 52,300.00 | 27.25       | \$163,007.50       |
| Tax Collector                 | \$22,965.52  | \$69,372.99    | \$ 48,200.00 | 23.63       | \$115,607.75       |
| Tax Supervisor                | \$24,293.06  | \$68,760.77    |              | 27.65       | \$65,990.55        |
| Land Records                  |              |                |              |             |                    |
| Professional Services         |              |                |              |             |                    |
| Court Facilities              | \$3,150.96   | \$4,813.20     |              | 13.72       | \$4,311.99         |
| Board of Elections            | \$69,072.26  | \$126,174.98   | \$ 27,403.39 | 38.64       | \$75,595.55        |
| Register of Deeds             | \$35,396.07  | \$107,814.10   |              | 38.26       | \$90,914.43        |
| Register of Deeds- Automation |              | \$19,999.00    |              | 100         | \$0.00             |
| Maintenance                   | \$45,078.71  | \$120,801.80   | \$ 4,807.10  | 20.69       | \$133,424.87       |
| Sheriff's Department          | \$461,972.82 | \$1,216,820.36 | \$ 49,671.66 | 33.1        | \$1,129,095.09     |
| Emergency Management          | \$8,541.09   | \$25,413.71    | \$ 601.93    | 26.1        | \$27,038.32        |
| 911 Dispatchers               | \$57,624.28  | \$240,383.25   | \$ 26,326.25 | 38.18       | \$186,074.85       |
| Fire Contract/Forest Service  | \$4,719.70   | \$7,796.58     |              | 6.96        | \$1,139.86         |
| Inspections                   | \$21,423.01  | \$69,041.11    | \$165.72     | 30.71       | \$78,184.62        |
| Economic Development          | \$7,352.98   | \$26,583.03    | \$2,400.00   | 24.02       | \$318,354.63       |
| Medical Examiner              |              | \$1,600.00     |              | 12.8        | \$800.00           |
| Ambulance Service Contract    | \$142,916.67 | \$571,666.68   | \$143,333.32 | 33.19       | \$375,556.00       |
| Animal Control                | \$29,146.08  | \$92,187.44    | \$2,270.90   | 28.64       | \$84,293.60        |
| Transportation - Admin        | \$13,404.29  | \$39,888.40    |              | 28.02       | \$34,619.74        |

| DEPARTMENT                           | MTD                   | YTD                   |                        | % OF BUDGET  | YEAR TO DATE 10/19    |
|--------------------------------------|-----------------------|-----------------------|------------------------|--------------|-----------------------|
| Transportation - Operating           | \$25,498.74           | \$85,672.98           | \$2,734.00             | 24.52        | \$130,590.30          |
| Transportation - Capital Outlay      |                       |                       |                        |              | 287716.44             |
| Transportation - EDTAP               |                       | \$217.80              |                        |              | \$1,992.15            |
| Planning & Development               | 58,313.68             | \$70,053.68           | \$1,925.00             | 34.07        | \$82,751.39           |
| Information Technology               | 24,493.03             | \$77,267.18           | \$1,935.00             | 31.74        | \$57,873.30           |
| Cooperative Extension                | 21,594.28             | \$61,802.06           | \$2,206.45             | 23.76        | \$72,280.83           |
| Soil & Water                         | \$17,337.16           | \$42,910.44           |                        | 31.76        | \$41,610.04           |
| Health Department                    | \$289,952.05          | \$946,640.55          |                        | 30.42        | \$836,278.77          |
| Drug Free Community                  | 17156.3               | \$49,604.28           |                        | 39.68        |                       |
| Management Admin.                    | \$5,671.70            | \$143,486.92          |                        | 26.23        | \$15,822.49           |
| Social Services                      | \$290,408.05          | \$850,892.91          | \$12,585.00            | 26.56        | \$842,422.02          |
| AFDC                                 | 200                   | \$2,830.26            |                        | 35.38        | \$3,645.62            |
| Special Assistance                   | \$7,675.00            | \$32,563.00           |                        | 22.61        | \$42,431.00           |
| State Foster Care                    | \$14,733.66           | \$48,916.17           |                        | 6.99         | \$132,843.91          |
| IV-E Foster Care                     | \$22,466.37           | \$63,955.83           |                        | 15.6         | \$75,722.30           |
| Medical Assistance Program           |                       |                       |                        |              |                       |
| Adoption Assistance                  | \$9,075.89            | \$38,726.82           | \$5,000.00             | 14.14        | \$42,224.86           |
| Crisis Intervention                  | \$13,381.03           | \$46,856.72           |                        | 22.92        | \$52,554.57           |
| Child Support                        | \$12,935.77           | \$30,340.16           | \$11,105.44            | 23.71        | \$29,801.61           |
| In Home Aides                        | \$13,391.03           | \$46,856.72           |                        | 22.92        | \$52,554.57           |
| Nutrition                            | \$50,811.32           | \$144,968.45          | \$58,322.34            | 30.52        | \$106,485.98          |
| Education                            | \$605,312.00          | \$1,260,624.00        | \$ 2,442,496.00        | 28.85        | \$796,624.00          |
| A-B Technical College                | \$9,542.00            | \$38,168.00           | \$ 76,332.00           | 33.33        | \$37,500.00           |
| Bank Charges                         | \$1,307.63            | \$4,176.29            |                        | 23.86        | \$4,760.26            |
| Library                              | \$58,027.05           | \$168,170.14          | \$2,944.37             | 33.53        | \$136,976.38          |
| Parks & Recreation                   | \$8,152.61            | \$29,111.73           |                        | 25.01        | \$37,854.85           |
| Debt Services                        |                       |                       |                        |              |                       |
| Debt Services Interest               |                       |                       |                        |              |                       |
| Fund Transfer In/ Landfill & Library |                       |                       |                        |              |                       |
| Fund Transfer Out/Revaluation        |                       |                       |                        |              |                       |
| <b>TOTALS</b>                        | <b>\$2,573,729.82</b> | <b>\$7,296,392.79</b> | <b>\$ 2,975,065.87</b> | <b>28.64</b> | <b>\$6,841,236.91</b> |



LANDFILL FUND

| REVENUES                          | MTD          | YTD          | % OF BUDGET | YEAR TO DATE 10/19 |
|-----------------------------------|--------------|--------------|-------------|--------------------|
| Transfer From Fund Balance        |              |              |             |                    |
| Landfill Miscellaneous Fees       | \$170.20     | \$170.20     | 56.73       | \$192.00           |
| Returned Check Fees               |              |              |             |                    |
| Surplus Property Proceeds         |              |              |             |                    |
| State Tire Disposal Fee           |              | \$0.00       |             |                    |
| Local Tire Disposal Fee           | \$32.00      | \$530.00     | 106         | \$274.50           |
| White Goods Tax                   |              |              |             |                    |
| Sale of White Goods               | \$1,104.60   | \$6,794.30   | 56.62       | \$9.00             |
| Household Hazardous Waste         |              |              |             |                    |
| Temporary Disposal Cards          | \$5,691.34   | \$46,436.82  | 119.08      | \$6,195.00         |
| Duplicate Disposal Cards          | \$620.00     | \$9,839.70   | 108.98      | \$320.00           |
| Landfill Disposal Cost Fees       | \$16,652.25  | \$32,750.15  | 23.52       | \$21,226.31        |
| Landfill Sale of Recyclables      | \$3,302.99   | \$11,563.69  | 57.82       | \$14,513.93        |
| Nuisance Tires                    |              |              |             |                    |
| Disposal Cards                    | \$319,183.66 | \$476,751.20 | 27.5        | \$351,093.00       |
| Construction Demolition           | \$3,355.35   | \$15,197.30  | 20.71       | \$24,265.54        |
| Solid Waste Disposal Distribution |              |              |             |                    |
| Grant/State                       |              |              |             |                    |
| Electronics Management            |              |              |             |                    |
| Electronics (County)              |              | \$5,156.41   | 171.88      | \$420.00           |
| Interest                          |              |              |             |                    |
| Totals                            | \$349,942.19 | \$605,189.77 | 29.14       | \$426,496.70       |

| EXPENSES:            | MTD          | YTD          | Encumbered   | % OF BUDGET | YEAR TO DATE 10/19 |
|----------------------|--------------|--------------|--------------|-------------|--------------------|
| Landfill             | \$165,786.38 | \$521,365.39 | \$526,572.81 | 28.79       | \$527,521.80       |
| Recycling            | \$18,937.38  | \$66,018.58  | \$10,615.30  | 28.09       | \$52,877.87        |
| Scrap Tires          | \$6,789.96   | \$10,390.26  | \$10,629.26  | 41.56       | \$7,322.72         |
| White Goods          |              |              |              |             |                    |
| Closure/Post Closure |              |              |              |             |                    |
| Totals               | \$191,513.72 | \$597,774.26 | \$547,817.37 | 28.78       | \$587,722.39       |

## 2021 HOLIDAY SCHEDULE

| HOLIDAY                         | OBSERVANCE DATE            | DAY OF THE WEEK           |
|---------------------------------|----------------------------|---------------------------|
| New Year's Day                  | January 1, 2021            | Friday                    |
| Martin Luther King Jr. Birthday | January 18, 2021           | Monday                    |
| Good Friday                     | April 2, 2021              | Friday                    |
| Memorial Day                    | May 31, 2021               | Monday                    |
| Independence Day                | July 5, 2021               | Monday                    |
| Labor Day                       | September 6, 2021          | Monday                    |
| Veterans Day                    | November 11, 2021          | Thursday                  |
| Thanksgiving                    | November 25 & 26, 2021     | Thursday & Friday         |
| Christmas                       | December 23, 24 & 27, 2021 | Thursday, Friday & Monday |



FTA FFY2018 5310  
GRANT #NC-2020-057-00  
COA CONTRACT #92100141  
COA ACCOUNT CODE: 65100951-527102-T2004  
ENCUMBERED AMOUNT: \$7,920.00

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

ENHANCED MOBILITY OF SENIORS AND  
INDIVIDUALS WITH DISABILITIES

NC-2020-057-00

This Subrecipient Agreement, made and entered into this the 10<sup>th</sup> day of November 2020, by and between the City of Asheville, a Municipal Corporation, organized and existing under the laws of the State of North Carolina (herein "City"), and Madison County, a body politic and corporate organized and existing under the laws of the State of North Carolina (herein "Subrecipient")

**WITNESSETH:**

WHEREAS, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21) (P.L. 112-141), was enacted on July 6, 2012, and codified in 49 U.S.C. Chapter 53 and provides federal transportation funding for Federal surface transportation programs; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities (Enhanced Mobility), is a federal transit program authorized under MAP 21; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities program seeks to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities program funding opportunities are open to state or local government authorities, private non-profit organizations, private for profit businesses and operators of public transportation services including private operators of public transportation services; and

WHEREAS, through partnership with the French Broad River Metropolitan Planning Organization and the Subrecipient, the City of Asheville as the designated recipient of the Enhanced Mobility of Seniors and Individuals with Disabilities program funding is responsible for the overall administration of the Enhanced Mobility of Seniors and Individuals with Disabilities program funding (attached to this Agreement as Attachments D and E); and

WHEREAS, the City of Asheville, has been awarded the Enhanced Mobility of Seniors and Individuals with Disabilities program funding from the Federal Transit Administration (FTA) attached to this Agreement as Attachment C; and

WHEREAS, prior to disbursing the Enhanced Mobility of Seniors and Individuals with Disabilities program funding, the provisions of MAP 21 require the City to enter into subrecipient agreements with those entities approved for grant funding;

NOW THEREFORE, for valuable consideration, the amount and sufficiency of which is hereby acknowledged, and mutual promises exchanged between the parties hereto, it is agreed as follows:

#### **A. SCOPE OF SERVICES**

1. *List of Projects:* The services to be performed pursuant to this Agreement (herein "Project") shall be those specified in the Scope of Services attached to this Agreement as Attachment A, submitted by the City to the FTA and approved by the FTA. The Project shall be performed in accordance with the provisions of this Agreement and all attachments or supplements hereto and in full compliance with the policies, procedures, and requirements of the Enhanced Mobility of Seniors and Individuals with Disabilities program grant requirements and regulations properly promulgated by FTA pursuant thereto.

2. *Changes to Project:* The Subrecipient may change the level of services to be provided under the Project based on the amount of funds awarded, if different from the application amount specified in the grant application. The City may, from time to time, request changes in the scope of service of the Project to be performed hereunder. Such changes, including any increase or decrease for compensation, which is mutually agreed upon by and between the City, the Subrecipient, the French Broad River Metropolitan Planning Organization and the Federal Transit Administration, shall be incorporated in written amendments to this Agreement.

3. *Duration of Agreement:* This Agreement shall be effective as of January 1, 2019, and shall remain in effect until March 20, 2023.

4. *Suspension or Termination:* The City upon written notice may suspend or terminate payment of grant funds in whole or in part for cause. Cause shall include the following:

- a. Ineffective or improper use of Grant funds; and
- b. Failure to comply with the terms and conditions of this Agreement; and
- c. Submission to the City of reports which are incorrect or incomplete in any material respect; and
- d. Suspension of the Grant from FTA to the City in whole or part for any reason.

5. *Termination for Convenience:* The City or the Subrecipient may terminate this Agreement at any time and for any reason by delivering to the other Party at least thirty (30) days prior to such termination written notice of termination setting forth the reasons therefore.

#### **B. FINANCIAL MANAGEMENT AND PROJECT MONITORING**

1. *Compensation:* The City will reimburse the Subrecipient from funds received from FTA for the



Project in accordance with the approved budget for the Project, in the grant application and incorporated herein by reference (herein "Project Budget"), or the actual cost of the Project, whichever is less. Payments under this Agreement are limited to those specified in the Project Budget. It is expressly understood and agreed that in no event will the total compensation and/or reimbursement to be paid hereunder exceed the maximum sum of \$7,920 of FTA amount, \$15,840 of total eligible cost for Madison County Senior Transportation to Meal Sites.

2. *Method of Payment:* Each quarter, the Subrecipient shall submit invoices to the City. The invoices along with a quarterly expenditure report by work task shall be submitted within 45 days of the end of the quarter. The invoice shall show the total amount of federal grant funds and matching funds expended during the quarter period and the amount being requested for reimbursement. If no expenses were incurred during the quarter, an invoice of zero or a memo stating that fact will be submitted.

3. *Withholding Payment:* The City upon written notice may also withhold payment of any unearned portion of the Grant if the Subrecipient is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by FTA at any time. If the City withholds payment, it shall give written notice of what action must be taken as a condition precedent to the resumption of payments.

4. *Expenses Not Covered:* Any costs and expenses not covered by the Project Budget attached to this agreement as Attachment B, and hence not properly payable from Grant funds, shall be borne entirely by the Subrecipient, or paid from funds otherwise available to it, unless otherwise provided herein. In no case will the City reimburse any cost determined to be ineligible under this Agreement or under FTA regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source.

5. *Budget Changes:* All alterations in the approved use of budgeted funds shall be subject to prior approval by the City.

6. *Recovery of Ineligible costs:* The Subrecipient shall reimburse the City for any amount of grant funds determined by FTA to have been improperly expended, and the City shall retain the right to recover any questioned costs or over payments from the Subrecipient.

7. *Matching funds:* There shall be a 50% match for all approved operating assistance projects in the amount of \$7,920 of FTA amount for the Madison County Senior Transportation to meal sites.

## **C. ROLES AND RESPONSIBILITIES OF THE CITY AND SUBRECIPIENTS**

### **I. ROLES AND RESPONSIBILITIES OF THE CITY:**

1. *Continue Monitoring:* The City shall be responsible for monitoring as well as managing the Enhanced Mobility of Seniors and Individuals with Disabilities program which includes but is not be limited to:

- a. Working with the Metropolitan Planning Organization to establish timeline and procedure for announcing, selecting, disbursing funds and monitoring of programs.
- b. Establishing procedure for developing updates and maintaining local standards for compliance with the program.
- c. Establishing internal guidelines for making determinations of compliance with the program, and contract administration.
- d. Conducting end-of-program assessment to ensure that all goals were met and also the program complied with all requirements of the guidelines established.
- e. Provide avenue for further review, updates or amendments to the local program requirement.

In addition, the City of Asheville is responsible for the day-to-day management of Awards that provide assistance for eligible activities or projects. This includes the administration and management of the Award in compliance with federal regulations, the Grant or Cooperative Agreement, and applicable FTA circulars. The City is also responsible for federal assistance that "passes through" to a subrecipient. The City's responsibilities include, but are not limited to, actions that:

- (1) Demonstrate the legal, financial, and technical capacity to carry out the program, including safety and security aspects of the program;
- (2) Provide administrative and management support of project implementation;
- (3) Provide, directly or by contract, adequate technical inspection and supervision by qualified professionals of all work in progress;
- (4) Ensure conformity with Grant Agreements and Cooperative Agreements, applicable statutes, codes, ordinances, and safety standards;
- (5) Maintain project work schedules agreed to by FTA and the subrecipients and monitor activities under the Award to assure schedules are met and other performance goals are achieved; FTA C 5010.1E Page II-9
- (6) Keep expenditures within the latest approved Award Budget;
- (7) Ensure compliance with FTA and federal requirements by agencies, consultants, contractors, and subcontractors working under approved third-party contracts or inter-agency agreements;
- (8) Request and withdraw federal assistance for eligible activities only in amounts and at times needed to make payments that are due and payable within three (3) business days and retain receipts to substantiate withdrawals;
- (9) Account for project property and maintain property inventory records that contain all the elements required;



(10) Demonstrate and retain satisfactory continuing control over the use of project property;

(11) Demonstrate procedures for asset management and adequate maintenance of equipment and facilities;

(12) Ensure that an annual independent organization-wide audit is conducted in accordance with Office of Management and Budget (OMB) guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, which is incorporated by reference in 2 CFR part 1201, Prepare Forfeiture Account Plans and Cost Allocation Plans (CAPs) or Indirect Cost Proposals and submit and obtain approval if applicable, before incurring costs;

(13) Prepare required reports (See Chapter III, Section 3, "Reporting Requirements") for submission to FTA;

(14) Update and retain FTA required reports and records for availability during audits or oversight reviews;

(15) Ensure effective control and accountability are maintained for all Grants, Cooperative Agreements, and subagreements, cash, real and personal property, and other assets. Recipients and subrecipients must ensure that resources are properly used and safeguarded, and used solely for authorized purposes;

(16) Obtain all necessary prior approvals and/or waivers before incurring costs or taking any requested actions; and

(17) Manage roles and responsibilities of the organization's users in TrAMS.

**2. Financial Management and Project Monitoring:** The City shall monitor program compliance and require such reports as is necessary to determine if project funds have been expended in accordance with grant requirements, such as the following appropriate expenditures:

- a. Salaries and payroll additive costs, transportation expenses, and office and other expendable supplies for all work provided in the approved planning work program.
- b. Printing, copying, keypunching, computer processing, mapping and aerial photography costs are required for carrying out the work provided in the planning program.
- c. Purchases of special equipment.
- d. Employment of Consultants must be in accordance with Federal Transit Administration Consultant Selection Procedures; or procedures approved by FTA. All contracts or agreement with consultants or contractors must be submitted to the City. Payments to Disadvantaged Business Enterprise must be reported to the City.
- e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies for expenses incurred in conducting work provided for in the planning work program.
- f. Auditing costs associated with fulfilling the requirements of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards (2 CFR part 200).

3. *Accounting Procedures:* The City shall maintain strict accounting procedures in managing program funds; which accounting procedures shall include but not be limited to:
  - a. Requiring a separate account for the Enhanced Mobility of Seniors and Individuals with Disabilities program funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures, which are approved by NCDOT and FIA. Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) outlines standards for grantee financial management systems.
  - b. Requiring that the account established for the planning funds be included in the annual audit of the agency in accordance with Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200).
  - c. Time spent for staff services on work provided for in a planning work program should be recorded by work task on either standard monthly, weekly, or biweekly time sheets for each individual and filed for audit purposes.
  - d. Cost for capital and operating (i.e., transportation, office and other expendable supplies, printing, copying work, keypunching, computer processing) should be supported by receipts, logs and vouchers as appropriate.
  - e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies should be on a basis of vouchers submitted and supported by similar documents as required of the lead agencies. The vouchers should, as a minimum, specify the staff time expended and work task for which the reimbursement is requested.
  - f. The total amount of funds specified in the approved Enhanced Mobility of Seniors and Individuals with Disabilities program will be the controlling amount for which reimbursement can be claimed for a given fiscal year. It is recognized that the amount to be spent on each task will vary somewhat from that estimated in the program.
  - g. E-Verify Employer Compliance: By executing this Agreement, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to Agreement with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
4. *Certifications and Assurances:* Prior to execution of any subrecipient agreement for grant funding, the City shall require the sub-recipient to provide to the City executed certifications and assurances to:



include but are not limited to the following:

- a. Standard Assurances
- b. Nondiscrimination assurances
- c. Private Mass Transportation Companies
- d. Assurance of Nondiscrimination on the Basis of Disability
- e. Compliance with 49 U.S.C. Section 5333(b) (Employee Protections)

5. *Audit*: The City shall conduct a single audit consistent with the City's audit policies and procedures.

6. *Close Out*: The City shall perform a close out of all projects within several months after reimbursing the sub-recipients for the last of its eligible expenditures. Close out shall occur when:

- a. Verification by the City of Asheville with the sub recipient's representative that all project expenditures have been incurred and reimbursed; or
- b. All funding available in the subrecipient agreement has been reimbursed; or
- c. The project has come to the end of its 3-year term (operating projects).

7. *Property Management*: The City shall retain legal ownership of all vehicles purchased with grant funds by a private transit provider. When titling a vehicle, the private provider sub-recipients are listed as "Registered Owner," responsible for licensing and collision insurance; and City of Asheville as "Legal Owner" and loss payee should anything happen to the vehicle.

8. *Vehicle Inventory Record*: The City shall design and maintain a database that contains all vehicle inventory records. Reports within this database shall distinguish between currently owned vehicles and those that have served their useful life and have been released to the sub-recipient. The information in the database shall include, but is not limited to the sub-recipient's name, address and phone number, vehicle year, make, and model; date accepted; included equipment; location; federal grant number and state agreement number; federal percentage share; date last inspected; recorded mileage, and condition; type of funding used for the purchase; and other information used by the City for program review and reporting. All information must be reported to COA annually for the fiscal year ending June 30.

## II. RESPONSIBILITIES OF SUB-RECIPIENTS

1. *Quarterly Progress Reports*: For each quarterly invoice submitted, along with the expenditure report, there shall also include a quarterly progress report. When the Award is active, the Subrecipient must comply with quarterly progress report that includes a brief narrative report of work accomplished by the Subrecipient. The quarterly progress report shall include a brief narrative report of work accomplished by the Subrecipient. The City, at its discretion, may request a Subrecipient to update each milestone within an active Award. Milestone Progress Reports (MPR) should identify:

(1) The current status, at a minimum, of each milestone that has passed during the prior reporting period, within an active Award. The purposes of the Award are being achieved and the Award is progressing as scheduled and within its Award Budget.

- a) The actual completion dates for any milestones completed during the reporting period.

- b) Any revised dates when any original (or last revised) completion dates were not met.
- c) If the milestone date exceeds the Award end date, the Subrecipient should consult the City to determine if the change to the Award end date is needed.
- (2) A narrative of the activity status, any problems encountered in implementation, specification preparation, bid solicitation, resolution of protests, and third-party contract Awards.
- (3) A detailed discussion of all Award Budget or schedule changes.
- (4) An explanation of why scheduled milestones or completion dates were not met.
- (5) Identification of problem areas and a narrative on how the problems will be solved.
- (6) The Subrecipient is demonstrating competence and control in implementing the scope of work encompassed by the Award, and
- (7) The Award meets all program requirements, and all performance measures are being captured.

**2. Annual Performance Report:** An annual performance report shall be submitted with the final planning fund invoice. The written narrative of the performance report should compare work accomplishments to anticipated work goal, discuss progress in meeting schedules, comment on significant task cost overruns/underruns, identify any approved amendments, and discuss any items of interest, i.e. reorganization and personnel changes.

**3. Audit:** If the Subrecipient has expended in excess of \$50,000 of grant funds in the federal fiscal year (October 1-September 30), then there shall be provided to the City an annual independent audit report.

**4. Vehicle Maintenance:** Sub-recipients are responsible for the maintenance of vehicles acquired with Enhanced Mobility of Seniors and Individuals with Disabilities program funds. The sub-recipient will keep federally funded equipment and facilities in good operating order and develop written procedures for maintaining vehicles, facilities and equipment in accordance with the maintenance schedules.

**5. Inventory Reports:** City shall randomly review vehicle maintenance records and physically inspect vehicles as part of the on-site visits. These visits may be conducted, at a minimum, every year. The Subrecipient shall submit an annual Rolling Stock Inventory to include the following information:

- a. Year/Make/Model and Vehicle Code
- b. Vehicle Identification Number and Agency Vehicle Number
- c. Condition, Age, Remaining Useful Life
- d. Replacement Cost, ADA Access
- e. Seating Capacity, Fuel Type, Title

**D. INSURANCE AND LIABILITY**

**1. Bond:** The chief fiscal officer or insurer shall provide the City with a Statement assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its own employees.



**2. City of Asheville Liability:** Work to be performed as provided herein shall be done by the Subrecipient as an independent contractor. The City of Asheville shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its subcontractors or agents. This will apply except in those cases where the work is performed by a Department or Division of the City.

**3. Insurance:** The Subrecipient agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability, and umbrella coverage with at least the minimum amounts shown below. The Subrecipient shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as Certificate Holder and as an additional insured. In the event of cancellation, substantial changes or nonrenewal, the Subrecipient, its subcontractor, or its insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Subrecipient has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. Upon request, the Subrecipient shall provide copies of applicable insurance policies and endorsements related to this Agreement.

**Commercial General Liability:**

- a. Each Occurrence \$1,000,000
- b. General Aggregate \$2,000,000

**Commercial Auto Liability:**

- a. Combined Single Limit \$1,000,000

**Excess (Umbrella) Liability: \$2,000,000**

**Workers' Compensation and Employer's Liability:**

- a. Worker's Compensation Statutory
- b. Employer's Liability \$100,000 each accident  
\$100,000 total disease \$100,000 per employee disease

**Professional Liability: \$1,000,000**

**4. Indemnification:** To the extent permitted by and consistent with North Carolina law, the Subrecipient will indemnify and hold harmless the City from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of the Subrecipient's willful or negligent act(s) arising out of the performance of this contract herein above described, or by reason of any act or omission on the part of the Subrecipient officers, agents, or employees. The parties agree that nothing in this Agreement constitutes a waiver of sovereign/governmental immunity, and that the Subrecipient obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to the Subrecipient self-insured claim policies and state law.



**5. Designation of Third Party:** The designation by the Subrecipient of a third party or parties to undertake all or any part of this Agreement, shall not relieve the Subrecipient from liability for compliance with the terms of this Agreement. All third parties are bound to the same provisions as required in this Agreement.

## **E. STANDARD PROVISIONS**

**1. Assignability:** This Agreement is expressly non-assignable without the prior written consent and approval of the City, nor may the Project be continued by a successor the Subrecipient without the prior written consent of the City. Any work or services subcontracted shall be specified as part of the written contract or agreement.

**2. Records:** The Subrecipient shall maintain and shall make available at reasonable times and places to the City and FTA such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and FTA to assure a proper accounting for all Project funds. These records shall be retained for five (5) years after final payment under this Agreement. The Subrecipient shall establish and maintain fiscal and accounting records, as agreed to by official City and FTA directives.

**3. Compliance with FTA Requirements:** The Subrecipient in accepting and using FTA Grant funds, hereby assures and certifies that, it will conduct and administer the activities and funds under this Agreement in compliance with all applicable federal statutes, regulations and circulars, when applicable to include, but not limited to:

a. **Non-discrimination in Federal Public Transportation Programs:** The recipient agrees to comply, and ensures the compliance of each third-party contractor at any tier and each subrecipient at any tier under the project, with the provisions of 49 U.S.C. § 5332. These provisions prohibit discrimination on the basis of race, color, religion, national origin, sex, disability or age and prohibit discrimination in employment or business opportunity.

b. **Non-discrimination—Title VI.** The recipient agrees to comply, and ensures the compliance of each third-party contractor at any tier and each subrecipient at any tier of the project, with the applicable non-discrimination laws and regulations that provide protections on the bases of race, color and national origin, as discussed below:

(1) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 20004 et seq., provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;

(2) DOT regulations, "Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21;

(3) FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients." This document provides FTA recipients and subrecipients

with guidance and instructions necessary to carry out DOT's Title VI regulations, 49 CFR part 21;

(4) DOT Order to Address Environmental Justice in Minority Populations and Low Income Populations. This Order describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order No. 12898 on Environmental Justice) into existing programs, policies, and activities, and the most recent edition of FTA Circular 4703.1 on Environmental Justice for FTA recipients, August 15, 2012; and

(5) Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) (70 FR 74087, Dec. 14, 2005). This guidance clarifies the responsibilities of recipients of federal assistance from DOT and assists them in fulfilling their responsibilities to Limited English Proficiency (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations.

c. **Equal Employment Opportunity.** The recipient agrees to comply and ensure the compliance of each third-party contractor and each subrecipient at any tier of the project, with all Equal Employment Opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332, and the most Page II-12 FTA C-5010.1E recent edition of FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients" and any implementing requirements FTA may issue.

Recipients that receive \$1 million or more in FTA capital or operating assistance (or \$250,000 or more in FTA planning assistance) and have 100 or more transit-related employees must submit an EEO program to FTA. The requirement for program submission applies to recipients that meet both criteria. FTA may ask recipients to verify they do not meet the criteria in lieu of a quadrennial program submission to FTA's Electronic Awards Management System. Recipients that receive \$1 million or more in FTA capital or operating assistance (or \$250,000 or more in FTA planning assistance) and have 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. These recipients are required to submit EEO Programs to FTA, as requested by the Office of Civil Rights for any State Management Review or Triennial Review.

d. **Non-discrimination on the Basis of Sex.** The recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., with implementing DOT implementing regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, and with any implementing directives that DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

e. **Non-discrimination on the Basis of Age.** The recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., and Health



and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, which prohibit discrimination against individuals on the basis of age (40 years or older). In addition, the recipient agrees to comply with all applicable requirements of the Age Discrimination Act (ADEA), 29 U.S.C. §§ 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, which prohibits discrimination against individuals on the basis of age.

f. Non-discrimination on the Basis of Disability. The recipient agrees to comply, and ensures the compliance of each third-party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability:

(1) Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.

(2) Section 508 of the Rehabilitation Act of 1973, (Section 508), as amended, 29 U.S.C. § 794(a), requires reports and other information prepared in electronic format developed in connection with a third-party contract, whether as a contract end item or in compliance with contract administration provisions, to comply with the accessibility standards established under Architectural and Transportation Barriers FTA C 5010.1E Page II-13 Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194.

(3) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities as well as imposes specific requirements on public and private providers of transportation.

(4) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and alterations to existing facilities; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities, including a private nonprofit entity of the state as a subrecipient providing fixed-route service, to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

(5) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance" which provides topically arranged explanations of the existing ADA requirements and information on implementing the requirements listed above.



(6) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other requirements, many of which are subject to regulations issued by other federal agencies.

g. **Disadvantaged Business Enterprise (DBE).** To the extent required by federal law, regulations, or requirements, the recipient agrees to take the following measures to make it possible for DBEs to participate in the project:

(1) The recipient must comply with Section 1101(b) of the FAST Act, which requires FTA to make available not less than 10 percent of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged persons. In order to receive federal assistance, recipients must comply with the DOT DBE regulations, i.e., "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, 49 CFR Part 26, to the extent consistent with the FAST Act. Contracts funded in whole or in part with FTA funds and subject to FTA's procurement rule are also subject to the recipient's DBE regulations. Recipients must also include the FTA funded amounts of these contracts when determining whether the recipient meets the DBE threshold for goal setting, and if the threshold is met, a triennial DBE goal for FTA review. Page II-14 FTA C-5010-1E

(2) The DBE regulations at 49 CFR § 26.21(a)(2) require, among other things, that each FTA recipient have a DBE program if it receives planning, capital and/or operating assistance and will award prime contracts—exceeding a cumulative total value of \$250,000 in FTA funds in a federal fiscal year (excluding transit vehicle purchases). If the threshold is met, the recipient must comply, and ensure the compliance of each third-party contractor and each subrecipient at any tier of the project, with all DBE program elements of 49 CFR part 26, including the following:

a) **DBE Program.** Recipients meeting the threshold set forth in 49 CFR § 26.21(a)(2) must submit to FTA a DBE program that includes all the required elements specified in 49 CFR part 26.

b) **DBE Goals.** DBE goal setting requirements apply to recipients that will award prime contracts (excluding vehicle purchases) exceeding \$250,000 in FTA funds in any given fiscal year. These recipients are required to provide DBE goals to FTA on a triennial basis.

c) **Uniform Report of DBE Awards or Commitments and Payments.** Recipients for which the DBE goals apply are required to submit the Uniform Report of DBE Awards or Commitments and Payments (the Semi-Annual Report) by June 1 and December 1 of each year.

d) **Reporting Transit Vehicle Purchases.** If you are an FTA recipient, you must require in your DBE program that each TVM, as a condition of being authorized to bid or propose



on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of 49 CFR § 26.49. FTA recipients are required to submit, within 30 days of making an Award for a federally-funded transit vehicle purchase, the name of the successful bidder, and the total dollar value of the third-party contract in the manner prescribed in the Award agreement. Recipients must also report when exercising an option or a piggyback on an existing contract or ordering a vehicle from an authorized schedule. To the extent that a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retrofitting (e.g., replacing major components such as an engine to provide a "like new" vehicle), the vehicle remanufacturer is considered a transit vehicle manufacturer. Further instructions for reporting vehicle purchases can be found on FTA's Office of Civil Rights Web site.

(3) Each FTA Grant Agreement or Cooperative Agreement must include the following assurance: The recipient and/or subrecipient must not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT or in the FTA C 5010.1E Page II-15 administration of its DBE program and will comply with the requirements of 49 CFR part 26. The Subrecipient agrees to take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure non-discrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. Implementation of the DBE program is a legal obligation, and that failure by Subrecipient to carry out these terms shall be treated as a violation of the Grant Agreement or Cooperative Agreement as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801 et seq. 5. The Subrecipient shall maintain compliance with its DBE Approval Certification throughout the period of Contract Performance.

(4) Lobbying: The Subrecipient agrees to comply with the provisions of Title 31, USC 1352, the Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the City. The Subrecipient shall make such disclosure on the disclosure form included in the Project Manual. See Supplementary Conditions A-1. The Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000) or more.

(5) Publicity: The Subrecipient shall make every effort in its publicity and its other ways, to fully inform the public concerning the Project. Any publicity given to the project must recognize the City as the

sponsor and the Project funded by the FTA through the Enhanced Mobility of Seniors and Individuals with Disabilities program. The City will, in all publicity originated by it concerning the Project, recognize the Subrecipient as the entity responsible for carrying out the Project.

(6) **Service Process:** Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise.

**For City of Asheville**  
Eunice Lovi  
Transit Planning Manager  
Asheville, NC 28801  
(828)232-4522  
elovi@ashevillenc.gov

**For Madison County**  
Amy Barcomb  
Madison County Transportation  
Authority Coordinator  
387 Long Branch Rd.  
Marshall, NC 28753  
abarcomb@madisoncountync.gov  
(828)649-2219 ext 1241

(7) **Documents of Incorporation:** This Agreement is expressly made subject to all attachments hereto, provisions, requirements, federal, state and local laws, rules, regulations and circulars and to the Grant Agreement between the City and FTA and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference.

(8) **Miscellaneous Provisions:** The singular of any term used in this Agreement shall include the plural and the masculine shall include the feminine and vice-versa.

(9) **Original:** A signed copy of this Agreement shall be considered as an original.

**IN WITNESS THEREOF,** each party has caused this Agreement to be duly executed on the day and year first above written and if incorporated, by their duly authorized representative.

Attest:

CITY OF ASHEVILLE

By: \_\_\_\_\_  
Magdalen Burleson, City Clerk  
(official seal)

By: \_\_\_\_\_  
Debra Campbell, City Manager



**PRE-AUDIT CERTIFICATION**

This instrument has been pre-audited in accordance with the Local Government Budget and Fiscal Control ACT N.C.G.S. 159-28.

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

Name (Print): \_\_\_\_\_  
City of Asheville Finance Director

Name of Subrecipient: Madison County

By: Kary Ledford Date: 11-10-20

Name (Print): Kary Ledford  
Finance Director

STATE OF NORTH CAROLINA  
COUNTY OF MADISON COUNTY

I, Notary Public of the County and State aforesaid certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is the \_\_\_\_\_ to the \_\_\_\_\_ and that by the authority duly given and as the act of the \_\_\_\_\_ the foregoing instrument was signed in its name by its City Manager and attested by \_\_\_\_\_ self as \_\_\_\_\_

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

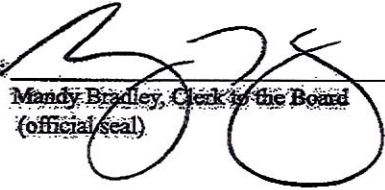
Notary Public: \_\_\_\_\_


Print or type name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Attest:

CITY OF ASHEVILLE

By:   
Mandy Bradley, Clerk to the Board  
(official seal)

By:   
~~Norris Gentry, Madison County Interim Manager~~  
Craig Goforth Board of Commissioners Chair

STATE OF NORTH CAROLINA  
~~COUNTY OF BUNCOMBE COUNTY~~ MADISON COUNTY

I, Notary Public of the County and State aforesaid certify that Craig Goforth, personally came before me this day and acknowledged that she is the Chairman of BCC, a municipal corporation, and that by the authority duly given and as the act of the \_\_\_\_\_ the foregoing instrument was signed in its name by its Chairman and attested by Mandy Bradley as clerk

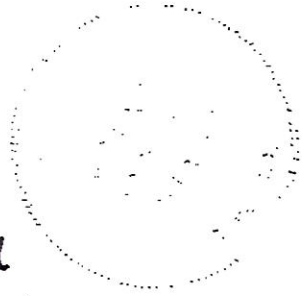
WITNESS my hand and notarial seal this 10 day of Nov., 2020.



Notary Public: \_\_\_\_\_

Print or type name: Kary A. Leaford

My Commission Expires: Dec 17, 2024





DWS Policy Statement PS 15-2020  
Attachment 1

**Business Services Funds Request Form**

Local Area Name: Mountain Area Workforce Development Board (Region B)

- I. Business Services Funds for PY 20 are requested in the amount of \$50,000.00  
*Note: Funds are based on availability.*
- II. Provide a brief response to the following:
- a. List one or more of the eight employer services categories (below) that the Board will prioritize with strategies to increase the number of employers to be served in PY20. Workforce Recruitment Assistance (#2) and Incumbent Worker Training Services (#6) and Training Services (#5)
- 1) Employer Information and Support Services
  - 2) Workforce Recruitment Assistance
  - 3) Engaged in Strategic Planning/Economic Development
  - 4) Accessing Untapped Labor Pools
  - 5) Training Services
  - 6) Incumbent Worker Training Services
  - 7) Rapid Response/Business Downsizing Assistance
  - 8) Planning Layoff Aversion
- b. Describe the strategies the Board will implement to increase the employers served in category/categories selected above. For #2: we will utilize a virtual platform to offer job fair services to regional employers. this will include allowing NC Works Career Center managers administrative access for creating job fair events, collaborate with community partners to provide employment related outreach to under-served populations, participate in inclusive hiring initiatives in an advisory capacity across the Local Area. For #5: Market the OJT Program to employers across the Local Area; engage employers that have not participated in the OJT program/NC Works business services: conduct outreach efforts to reach Dislocated Workers in the Local Area. For #6: Market IWTG to employers across the Local Area; make special effort to reach and engage employers that have not participated before; make special effort to engage employers in our two Tier-2 counties of Madison and Transylvania.
- c. Describe how the funds will be used (for example: staffing, program related expenses, service [non-staff] expenses): The funds will be used to cover staffing related expenses including salary and travel. The staff will work to implement the strategies identified above in section II b.
- d. Explain the intended outcomes of implementing strategies in the targeted service category/categories identified. To increase the employer penetration rate in the Local Area. To serve employers that have not directly engaged with us in the past with both OJT and IWTG services. Enhance employer understanding regarding the role of MAWDB and NC Works.

III. Provide a description of how the planned strategies align with the efforts listed below (provide a description for only those areas that apply):

- a. NC Job Ready: Both the OJT and IWTG programs result in skill development, and in some cases earning a certificate, or credential. Utilizing our innovative recruiting strategies should help employers find talent, and we will be able to direct talent to the employers.
- b. Sector Strategies: The Board will continue to serve as a link between employment, community, and workforce stakeholders to implement and coordinate workforce services. The intention will be to effect long-term changes that benefit both employers and workers.
- c. Work-Based Learning: The OJT and IWTG programs will support our WBL goals. A secondary goal is to engage the employers in other WBL opportunities such as internships and apprenticeships.
- d. Career Pathways: The Local Area has 4 certified career pathways in Hospitality & Tourism, Advanced Manufacturing, Energy, and Healthcare. The Local Area is in the process of developing Pathways for the Construction/Skilled Trades and Information Technology sectors. Employers in these sectors may utilize our services to up-skill their current workforce, or subsidize training for new hires.
- e. Economic Development priorities: The Local Area has developed productive relationships with local and regional economic development entities. This engagement promotes participation in strategic workforce planning for business growth.

IV. Provide PY20 employer services targets

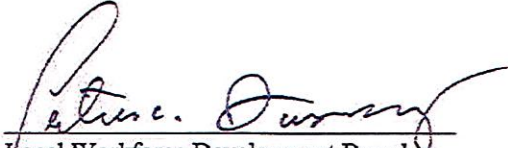
Use the table below to enter the targeted number of employer establishments to be served that will be reported through NCWorks.gov.

|  |                             |
|--|-----------------------------|
| <b>Employer Information and Support Services</b>           | Click here to enter target. |
| <b>Workforce Recruitment Assistance</b>                    | <u>60</u>                   |
| <b>Engaged in Strategic Planning/ Economic Development</b> | Click here to enter target. |
| <b>Accessing Untapped Labor Pools</b>                      | Click here to enter target. |
| <b>Training Services</b>                                   | <u>10</u>                   |
| <b>Incumbent Worker Training Services</b>                  | <u>6</u>                    |
| <b>Rapid Response/ Business Downsizing Assistance</b>      | Click here to enter target. |
| <b>Planning Layoff Response</b>                            | Click here to enter target. |

Use the table below to enter the targeted number of employer establishments that will receive services consistent with the categories above but will not be reported through NCWorks.gov at any point during the PY.



|  |            |
|--|------------|
| Employer establishments receiving 1 or more services aligned with DOL employer service categories not reported via NCWorks.gov. (The unduplicated employer report will serve as the reporting source for these employers). | <u>100</u> |
|--|------------|

  
Local Workforce Development Board  
Director Signature

Click here to enter a date.

Date 10-27-2020

  
Local Workforce Development Board  
Chief Elected Official Signature

Click here to enter a date.

Date 11-10-20



# Madison County Administration

PO Box 579  
Marshall, NC 28753  
(828) 649-2854  
[www.madisoncountync.org](http://www.madisoncountync.org)

## Attachment 10.5

### Madison County Animal Control Inventory Policy

- A log of all donations and purchases of items will be maintained in the Office of the Director of Animal Control.
- A monthly inventory will be conducted and reconciled on the last day of operations each month by the Director of Animal Control.
- Log and Inventory Control will be monitored every three months by the County Manager's Office.
- Only the Director of Animal Control or an employee authorized by the director shall have the authority to take into custody or remove items from the inventory.
- Items received into the custody of Animal Control must be logged on the daily log upon donation. This includes the date, description of the item, value of the item, and signature of the party donating the item as well as the signature of the authorized Animal Control representative receiving the item.
- Only the Director of Animal Control may approve the removal of supplies from the custody of Animal Control by any individual including Animal Control employees. Items being removed from the Animal Control Department must only be used for the care of animal(s) in the control of Animal Services when an animal has been placed for foster care or when pet care supplies such as food, cat litter, medications, etc. are being donated to community members during a time of need. Prior to the disbursement of any such items, an application must be submitted to the Director with information to support a conclusion made by the Director that the applicant is fostering an animal per the Rules and Regulations of Madison County Animal Control and/or the applicant lacks sufficient resources to provide for the care and maintenance of an animal in the applicant's care and is need of supplies available at the shelter. The application form will be developed by the Director. The date, description of the item(s) being removed, a list of the animal(s) being served by the supplies, and the amount of supplies being removed must be accounted for on the log as well as signed for by an Animal Control employee designated by the Director of Animal Control and the receiving party. Any unused items must be returned to Animal Control when no longer needed to



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assist with the care of the animal(s) for which they were required. Upon receipt, these items must be logged in, in accordance with the log procedure noted in this policy.

- Any individual/group who knowingly violates this Policy shall not be allowed further access to supplies or any items belonging to Animal Control. Any employee who willingly violates this policy is subject to immediate disciplinary action, up to, and including termination and or other appropriate legal actions.

11/10/20

**MEMORANDUM OF UNDERSTANDING  
(FISCAL YEAR 2020-21 and 2021-22)**

**BETWEEN**

**THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
MADISON COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,  
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Madison County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

**TERMS OF UNDERSTANDING**

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective January 1, 2021, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

**1.0 Parties to the MOU**

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Madison County, a political subdivision of the State of North Carolina.

**1.1 Relationships of the Parties**

Nothing contained herein shall in any way alter or change the relationship of the Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

**Subcontracting:** The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The



County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

**Assignment:** No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

## **2.0 Terms of the MOU**

The term of this MOU shall be for a period of 18 months beginning January 1, 2021 and ending June 30, 2022.

### **2.1 Default and Modification**

**Default:** In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

**Performance Improvement:** Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

**Waiver of Default:** Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

**Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

**Modification:** The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

### **3.0 MOU Documents**

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
  - a. I-A: Energy Programs
  - b. I-B: Work First
  - c. I-C: Food and Nutrition Services
  - d. I-D: Child Welfare – Foster Care
  - e. I-E: Adult Protective Services
  - f. I-F: Special Assistance
  - g. I-G: Child Support Services
- (4) Attachment II - Child Welfare - CFSR

### **4.0 Entire MOU**

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

### **5.0 Definitions**

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which



are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

### **6.0 Audit Requirements**

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

### **7.0 Record Retention**

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

### **8.0 Liabilities and Legal Obligations**

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

### **9.0 Confidentiality**

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

**10.0 Secretary's Authority Undiminished**

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

**11.0 MOU does not Diminish Other Legal Obligations**

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

**12.0 Notice**

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

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

| IF DELIVERED BY US POSTAL SERVICE   | IF DELIVERED BY ANY OTHER MEANS   |
|---|---|
| Susan Osborne, Assistant Secretary<br>NCDHHS<br>2417 Mail Services Center<br>Raleigh, NC 27699-2001 | Susan Osborne<br>NCDHHS<br>Doretha Dix Campus, McBryde Building<br>Phone: 919-527-6338<br>E-mail: Susan.Osborne@dhhs.nc.gov |



**For Madison County:**

| IF DELIVERED BY US POSTAL SERVICE   | IF DELIVERED BY ANY OTHER MEANS  |
|---|--|
| Connie M. Harris<br>Madison County Dept. of Social Services<br>5707 U.S. Hwy 25-70, Suite 1<br>Marshall, NC 28753 | Connie M. Harris<br><a href="mailto:charris@madisoncountync.gov">charris@madisoncountync.gov</a><br>828-649-3687 (Fax) |

**13.0 Responsibilities of the Department**

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

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
  - a. Staff Training and Workforce Development:
    - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
    - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
    - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
    - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
    - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
  - b. Performance Monitoring:



- i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
  - ii. Provide feedback to counties with recommended changes when necessary.
  - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
  - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
  - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
  - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
  - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
  - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
  - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
  - iv. Provide counties with a timely response to requests for technical assistance or guidance.
  - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
  - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
  - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
  - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
  - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
  - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.



- iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
  - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

#### **14.0 Responsibilities of the County**

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

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities
  - a. Staff Requirements and Workforce Development:
    - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
  - b. Compliance:
    - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
    - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
    - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
  - c. Data Submission:
    - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
    - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
    - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
    - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
  - d. Communication:



- i. Respond and provide related action in a timely manner to all communications received from the Department.
  - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
  - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
  - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
  - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
  - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

## 15.0 Data Security and Reporting

**Data Security:** The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the County have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

**Duty to Report:** The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

## 16.0 Miscellaneous



**Choice of Law:** The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

**Effective Date:** This MOU shall become effective January 1, 2021 and shall continue in effect until June 30, 2022.

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

**Madison County:**

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

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

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

BY: Craig D. Cooper  
Name

TITLE: Chair

DATE: 11-10-2020

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

BY: \_\_\_\_\_  
Secretary, Department of Health and Human Services

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

# AIA® Document B105™ – 2017

## Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth (10<sup>th</sup>) day of November in the year 2020.  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Madison County Government  
107 Elizabeth Lane  
Marshall, NC 28753

and the Architect:  
(Name, legal status, address and other information)

PFA Architects, P.A.  
196 Coxe Avenue  
Asheville, NC 28801  
Main Phone: 828.254.1963  
Fax: 828.253.3307

for the following Project:  
(Name, location and detailed description)

Madison County Health Department – Renovations & Addition  
located at 493 Medical Park Drive, Marshall, NC 28753

New addition on the north wing of approximately 950 SF; including Doctor's offices, a WIC room, training room, personal protective equipment rooms, and restrooms. Project also includes, but not limited to, a new walkway canopy on the south wing and a new parking area to serve the existing playground with ten (10) vehicle parking spaces; including a compliant accessible parking space.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.



## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Refer to Attachment "A" dated October 27<sup>th</sup>, 2020.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. ~~The extent of the Architect's authority and responsibility during construction is described in AIA Document A105TM-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, these modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.~~

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. ~~Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor.~~ Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Refer to Attachment "A" dated October 27<sup>th</sup>, 2020 with regards to Basic A/E fee proposal in the amount of **\$19,500 [Nineteen Thousand, Five Hundred Dollars and no/100].**

**There is also a fee for the Parking Area Civil Engineering Fee in the amount of \$2,500 [Two Thousand, Five Hundred Dollars and no/100]; which is in addition to the Basic A/E fee of \$19,500.**

The Owner shall pay the Architect an initial payment of Zero (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent ( 0.00 %). **Reimbursable Expenses are in addition to compensation for Basic A/E fee and include expenses incurred by the Architect and the Architect's consultants directly related to the project; these expenses are passed along to the Owner with no mark-up.**

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid **Thirty ( 30 )** days after the invoice date shall bear interest from the date payment is due at the rate of **Eight percent ( 8 % )** per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ( ) months of the date of this Agreement through no fault of the Architect.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

The Architect and his/her consultants shall visit the Construction Site as required for Evaluations of the Work and at other times, as needed, to expedite decisions as dictated by the Project Schedule and activities. The Architect shall also attend a Monthly Construction Conference at the Job Site.

## ARTICLE 8 OTHER DOCUMENTS


- Attachment "A": PFA Architects, P.A.'s October 27<sup>th</sup>, 2020 A/E Fee Proposal (4-pgs.)
- Attachment "B": PFA Architects, P.A.'s Current 2019-20 Certificate of Insurance showing all General Liability & Professional Liability policies, limits, etc. (1-pg.); and
- Attachment "C": Current 2020 IRS W-9 Form (1-pg.)

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This Agreement entered into as of the day and year first written above.

**MADISON COUNTY GOVERNMENT**



OWNER (Signature)

Craig Goforth, Chairperson  
Madison County Board of County  
Commissioners

(Printed name and title)

**PFA ARCHITECTS, P.A.**



ARCHITECT (Signature)

Scott T. Donald, AIA  
Architect / President / Corp. Secretary

(Printed name, title, and license number, if required)



**Preaudit Statement**

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



Kary Ledford, Interim Finance Officer  
Madison County Government

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