

The Madison County Board of Commissioners met in regular session on Tuesday, March 12, 2024, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, County Manager Rod Honeycutt, Attorney Donny Laws, and Clerk Mandy Bradley.

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

Agenda Item 1: Agenda Approval

County Manager Honeycutt requested consideration of the following:

- Removal of Item 2h Skyrunner-Marshall Wi-Fi Provider Contract
- Inclusion of Personnel

Clarification was provided by Chairman Wechtel who noted the removal of Item 2h and the addition of personnel as Item 6 with adjournment moving to Item 7.

Motion was placed on the floor by Commissioner Wyatt to approve the consent agenda with second being provided by Commissioner Hensley. Chairman Wechtel read the items contained in the consent agenda into record and the Board voted unanimously to approve. Clarification of the vote was requested by Clerk Mandy Bradley and discussion was had, with Commissioner Wyatt requesting to amend the previous motion to include the modifications and Chairman Wechtel noting that it would be to approve the consent agenda at the same time. Counsel was provided by County Attorney Laws regarding the need for the Board to move to modify the agenda and pass that and then separately approve the consent agenda as it was modified.

Commissioner Wyatt reaffirmed the previous motion to approve the modified agenda with second being provided by Commissioner Hensley and the Board voting unanimously to approve. (Attachment 1.1)

Agenda Item 2: Consent Agenda

- a. Tax Refunds and Releases (Attachment 2.1)**
- b. Cooperative Extension Memorandum of Agreement (Attachment 2.2)**
- c. Revised Cooperative Extension -Madison County Center Golden LEAF Funding Award Contract (Attachment 2.3)**
- d. Madison County Public School System Repair and Renovations Fund Request (Attachment 2.4)**
- e. Madison County Public Schools Lottery Fund Request (Attachment 2.5)**
- f. 9-1-1 Board Portable Radio Grant Agreement (Attachment 2.6)**
- g. Tennessee Department of Safety and Homeland Security Contract (Attachment 2.7)**
- h. Approval of February 13, 2024 (Special Meeting Minutes); February 13, 2024 (Regular) Meeting Minutes; February 27, 2024 (Regular) Meeting Minutes**

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Chairman Wechtel noted that no requests for public comment participation had previously been received by the Board.

Vice-Chairman Garrison requested that with no public comment and Pastor Brian now being in attendance that he take a moment of privilege to open up with devotion. Discussion was had by the Board with counsel being provided by County Attorney Laws and Pastor Brian Coates speaking in public comment.

Chairman Wechtel called for any others who wished to address the Board with none being received.

Agenda Item 4: Kary Ledford, Finance Officer

a. Budget Amendment #9

Ms. Ledford presented and discussed Budget Amendment #9 for consideration of the Board.

Upon motion by Commissioner Hensley and second by Vice-Chairman Garrison, with discussion being had, the Board voted unanimously to approve Budget Amendment #9. (Attachment 4.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of February 2024 with the Board and answered questions from board members. (Attachment 4.2)

c. Financial Advisory Services Agreement

Ms. Ledford presented the Financial Advisory Services Agreement with First Tryon Advisors noting that the group comes at the recommendation of the Courthouse Internal Workgroup. Information discussed included the services that could be provided for the build of a new courthouse and recommendations from the Local Government Commission. Discussion was had by the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously that we approve the contract. (Attachment 4.3)

Agenda Item 5: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Honeycutt provided updates including the recent notification regarding a funding allocation in the amount of \$1,500,000.00 for communications equipment across the County and steps moving forward.

The FY2024-2025 budget process and schedule were discussed by Manager Honeycutt who answered questions from members of the Board.

Information regarding the Public Service Complex request for qualifications was discussed by Manager Honeycutt.

b. County Owned Surplus Property

County Manager Honeycutt presented a new bid for consideration of the Board. Discussion was had by the Board and Clerk Bradley.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, with discussion being had by the Board, the Board voted unanimously to accept the bid to start the upset bidding process for PIN 9769-09-8590.

c. County Board Appointments

County Manager Honeycutt presented vacancies for the Board of Health.

- Chairman Wechtel requested to entertain a motion to appoint the citizen position for the Board of Health. Upon motion by Commissioner Hensley to recommend Diana Rogers with second being provided by Commissioner Wyatt, the Board voted unanimously to approve.
- Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to table the appointment for the veterinarian until a different date leaving time for another potential applicant.

Chairman Wechtel discussed the vacancy for the Juvenile Crime Prevention Council due to the seat vacated by James Gregory noting that the Juvenile Crime Prevention Council has stated that the position is not necessary to be filled and they recommend that it not be filled at this time.

Chairman Wechtel discussed an additional vacancy for the Juvenile Crime Prevention Council. Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, the Board voted unanimously to reappoint Tom Fields for the Juvenile Crime Prevention Council as recommend by that board. Discussion was had by the Board.

Discussion was had by the Board regarding the composition of the Juvenile Crime Prevention Council. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to table selection for the additional vacancy pending applicants.

Chairman Wechtel discussed the vacancy for the Transportation Authority Advisory Board. Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to appoint Brad Guth for the Transportation Authority Advisory Board.

Chairman Wechtel discussed the request from Land Of Sky for consideration of appointment for the Land of Sky Board of Delegates with no action being taken by the Board.

Agenda Item 6: Personnel

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to enter into personnel pursuant to N.C.G.S. 143-318.11(a)(6) at 7:29 p.m.

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to return from closed session and go back into open session at 8:48 p.m.

Agenda Item 7: Adjournment

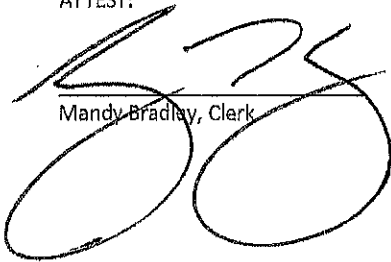
Upon motion by Commissioner Wyatt and second by Commissioner Briggs, the Board voted unanimously to adjourn at 8:49 p.m.

This the 12th day of March 2024.

MADISON COUNTY


Matt Wechtel, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
March 12, 2024

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Consent Agenda
 - a. Tax Refunds and Releases
 - b. Cooperative Extension Memorandum of Agreement
 - c. Revised Cooperative Extension-Madison County Center Golden LEAF Funding Award Contract
 - d. Madison County Public School System Repair and Renovations Fund Request
 - e. Madison County Public Schools Lottery Fund Request
 - f. 9-1-1 Board Portable Radio Grant Agreement
 - g. Tennessee Department of Safety and Homeland Security Contract
 - h. Approval of February 13, 2024 (Special) Meeting Minutes; February 13, 2024 (Regular) Meeting Minutes; February 27, 2024 (Regular) Meeting Minutes
3. Public Comment
4. Kary Ledford, Finance Officer
 - a. Budget Amendment #9
 - b. Financial Report
 - c. Financial Advisory Services Agreement
5. Rod Honeycutt, County Manager
 - a. County Manager's Update
 - b. County Owned Surplus Property
 - c. County Board Appointments
6. Personnel
7. Adjournment

Attachment 2.1

Tax Year	Bill Number	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount (\$)	SOLID WASTE FEES
2023	0000567941-2023-2023-0000-00	Landfill error	2/27/2024 1:30:52 PM	BLACKWELL, ALBERT	1215 REDMON ROAD	MARSHALL	NC	28753	MADISON	180.00	180.00
2023	0000002603-2023-2023-0000-00	Landfill error	2/6/2024 1:32:45 PM	CAPPS, JOHN	811 LOWER WHITE OAK RD	MARS HILL	NC	28754	MADISON	180.00	180.00
2023	00000005136-2023-2023-0000-00	Landfill error	2/26/2024 2:12:10 PM	CARVER, BOBBY	10350 US 23 HIGHWAY	MARS HILL	NC	28754	MADISON	180.00	180.00
2023	00000006973-2023-2023-0000-00	Landfill error	2/26/2024 12:52:47 PM	HOLDEN, ELIZABETH EMMA	65 WOODY FARM ROAD	HOT SPRINGS	NC	28743	MADISON	360.00	360.00
2023	0000016683-2023-2023-0000-00	Landfill error	2/8/2024 11:05:59 AM	KLEIN, PETER H.	285 MOUNTAIN SPRINGS RD.	MARS HILL	NC	28754	MADISON	180.00	180.00
2023	0000018578-2023-2023-0000-00	Landfill error	2/6/2024 1:46:03 PM	KUYKENDALL, JEREMY WAYNE	38 WRIGHTS COVE ROAD	FAIRVIEW	NC	28730	MADISON	180.00	180.00
2023	0000018330-2023-2023-0000-00	Landfill error	2/6/2024 2:29:31 PM	MULLINS, MARSHALL L.	19 EMMAUS RD	ASHEVILLE	NC	28805	MADISON	180.00	180.00
2023	0000011810-2023-2023-0000-00	Landfill error	2/6/2024 2:14:41 PM	MULLINS, SUSAN JILL	2617 ARCHER CT.	BROADVIEW HEIGHTS	OH	44147	MADISON	180.00	180.00
2023	0000000748-2023-2023-0000-00	Landfill error	2/6/2024 1:52:54 PM	NASH, CAROLYN M.	313 JASPER CREEK ROAD	MARSHALL	NC	28753	MADISON	180.00	180.00
2023	000001464-2023-2023-0000-00	Landfill error	2/6/2024 2:25:19 PM	CANTRELL, RITA	4378 WALNUT CREEK ROAD	MARSHALL	NC	28753	MADISON	720.00	720.00
2023	0000012726-2023-2023-0000-00	Landfill error	2/6/2024 2:18:11 PM	STINNETT, SANDRA WHEELER	2089 CROOKED CREEK RD	MARS HILL	NC	28754	MADISON	180.00	180.00
2023	0000018515-2023-2023-0000-01	Landfill error	2/29/2024 3:46:24 PM	WARD, TIM	7921 LITTLE PINE RD	MARSHALL	NC	28753	MADISON	186.30	186.30
2023	0000010457-2023-2023-0000-00	Landfill error	2/6/2024 1:44:08 PM	WILLIAMS, MICHAEL I.	1248 GRIFFIN BRANCH ROAD	MARSHALL	NC	28753	MADISON	180.00	180.00
Subtotal										4,578.30	4,578.30

Authorization

Date: 3/5/2024

Date run: 3/5/2024 1:33:11 PM
 Data as of: 3/4/2024 7:13:55 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 2/1/2024
 Release Date End: 2/29/2024
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount (\$)	Release Amount (\$)	Bill Amount after
000000544-2023-2023-0000-00-REG	GRIFFIN, CONLEY LEE	9/28/2023	Landfill error	DIANA	2/6/2024	1,384.06	180.00	1,204.06
0000003806-2023-2023-0000-00-REG	HONEYCUTT, SHIRLEY D	9/28/2023	Adjustment	DIANA	2/19/2024	405.33	405.33	0.00
0000003807-2023-2023-0000-00-REG	HONEYCUTT, SHIRLEY D	9/28/2023	Adjustment	DIANA	2/19/2024	1,976.58	1,976.58	0.00
0000013570-2023-2023-0000-00-REG	CK NVESTMENTS, LLC	9/28/2023	Exempt Property	DIANA	2/2/2024	1,395.15	948.44	446.71
0000015237-2022-2022-0000-00-REG	SHELTON, WILMA LYNN	9/28/2023	Landfill error	JESSICA WEST	2/29/2024	1,233.82	360.00	873.82
0000015237-2023-2023-0000-00-REG	SHELTON, WILMA LYNN	9/28/2023	Landfill error	JESSICA WEST	2/29/2024	1,233.82	360.00	873.82
0000016292-2023-2023-0000-00-REG	BYAS, BRYAN	9/28/2023	Landfill error	DIANA	2/6/2024	990.77	540.00	450.77
0000017057-2023-2023-0000-00-REG	TINY HOUSE MOVEMENTS C/O JULIE	9/28/2023	Business closed	MOLLY	2/15/2024	83.93	83.93	0.00
0000018809-2023-2023-0000-00-REG	RICE, AMBER SHAY	9/28/2023	Landfill error	DIANA	2/6/2024	812.45	180.00	632.45
0000021683-2019-2019-0000-00-REG	WHITENER, BONNIE	8/28/2019	Landfill error	DIANA	2/6/2024	2,035.12	621.00	1,414.12
0000021683-2020-2020-0000-00-REG	WHITENER, BONNIE	9/21/2020	Landfill error	DIANA	2/6/2024	1,850.45	621.00	1,229.45
0000021683-2023-2023-0000-00-REG	WHITENER, BONNIE	9/28/2023	Landfill error	DIANA	2/6/2024	1,949.45	720.00	1,229.45
0000568216-2023-2023-0000-00-REG	NOWLIN, DALE BRONZY	9/28/2023	Duplication	APRIL	2/8/2024	552.81	180.00	372.81
0000571160-2023-2023-0000-00-REG	VASTE RIVIERE PROVISIONS, LLC	9/28/2023	Adjustment	MOLLY	2/8/2024	124.98	124.98	0.00
0000571320-2022-2022-0000-00-REG	PATTON, JUDY K.	8/21/2022	Not in County	MOLLY	2/16/2024	3.30	3.30	0.00
0000571937-2023-2023-0000-00-REG	HORIZON MOTORS, LLC.	9/28/2023	Business closed	JESSICA WEST	2/28/2024	152.11	152.11	0.00
0000573349-2023-2023-0000-00-REG	MARS MINI TRUCKS, LLC.	9/28/2023	Assessed In Err	MOLLY	2/9/2024	36.88	27.46	9.42
0000575756-2023-2023-0000-00-REG	GARRETT, CHARLES DAVID	9/28/2023	Sold/Traded	MOLLY	2/7/2024	5.70	5.70	0.00
0000575917-2023-2023-0000-00-REG	HENDERSON, STEPHEN L	9/28/2023	Correction for MH	MOLLY	2/5/2024	29.50	29.50	0.00
Total							7,519.33	

NC STATE

EXTENSION

Memorandum of Agreement

Between

The Board of County Commissioners
Madison County

And

North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 Institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.

The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.

NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

- i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:
 1. Employer contributions to all applicable Federal and State taxes.
 2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
 3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
 - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
 - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
 - i. All County Extension Directors and Extension Agents; and
 - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
Cost-of-living adjustments (COLA),
Merit adjustments,
Bonuses (in any form conveyed), and
Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.

DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: 

Date: 3/12/24 - Addendum to
Change to
Non-lock in
attached

Chairperson or Designee Board of County Commissioners
Madison County

Signature: _____

Date: _____

Director
North Carolina Cooperative Extension
North Carolina State University

Signature: _____

Date: _____

Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____



EXTENSION

**Addendum to Memorandum of Agreement
Madison County**

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Madison County as of February 8, 2024.

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director/Commercial Horticulture	49.8	50.2
Program Assistant – 4-H	100	0
Agent – 4-H Youth Development	50.1	49.9
Agent – Livestock/Consumer Horticulture	59.7	40.3
Agent – Family and Consumer Sciences	66.7	33.3
Administrative Assistant	49.4	50.6

County Ag Add-On = .4 FTE

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.

**Addendum to the Memorandum of Agreement
Change to Payroll Arrangement for Madison County**

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

Non Lock-In Provisions of the Cooperative Arrangement

Enacting the Non Lock-In Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.
2. Salary Adjustments for Extension Employees under the Non Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
Cost-of-living adjustments (COLA),
Merit adjustments,
Bonuses (in any form conveyed), and
Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

Change from Lock-In Provision to Non Lock-In (formerly known as Send In)

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on _____, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective _____ (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

Chairperson or Designee – Board of County Commissioners

Signature: _____

Date: _____

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature: _____

Date: _____

The Golden LEAF Foundation ("Golden LEAF")

REVISED GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Madison County
2. Number & Title: G-6602 / Upgrade and Expansion of Madison County Extension Value Added Center and Kitchen
3. Purpose of Grant: This award provides funding to Madison County to expand and upgrade the Madison Extension Value-Added Center and Inspected Kitchen located at the Madison County Extension Office. The Value-Added Center and Inspected Kitchen facilities primarily serve Madison County, but users—agricultural and value-added food-based businesses—also come from Yancey and Buncombe counties. The center has been in operation for nearly 20 years and consistently serves 150 users per month. The center educates and trains farmers to increase farm profitability and expand farm businesses and provides a space for agricultural entrepreneurs and businesses to create value-added agricultural products. The facility offers access to shared use equipment, climate-controlled storage, an inspected kitchen, and a loading dock for large shipments and bulk orders. Golden LEAF funds will be used for construction and equipment costs.
4. Original Grant Amount: \$304,000.00
Approved expenditures by Madison County Cooperative Extension: \$36,551.43
Balance available to Madison County: \$267,448.57
5. Award Date: April 7, 2022
Revision Date: June 6, 2022
Second Revision Date: October 5, 2023
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant commenced on the Award Date and ends June 30, 2025. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) This grant was awarded to Madison County on April 7, 2022. On June 6, 2022, the Golden LEAF Foundation Board of Directors approved a transfer of the grant to Madison County Cooperative Extension. While the Grantee under the grant, Madison County Cooperative Extension used \$36,551.43 of grant funds for approved expenses. On October 5, 2023, the Golden LEAF Foundation Board of Directors approved a transfer of the remaining balance of the grant to Madison County. The balance of the grant that is available to Madison County for use for the project upon the transfer is \$267,448.57, which is the original grant amount less the amount expended by Madison County Cooperative Extension. Madison County's representations and obligations under this Agreement apply only to that \$267,448.57. Where this Agreement references the grant or grant amount, it refers to the \$267,448.57 available to Madison County
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than April 15, 2024 unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval by April 15, 2024.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval April 15, 2024 unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) [Deleted as approved by the Golden LEAF Foundation Board of Directors on December 7, 2023.]
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant

administration.

- g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy

or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. **Procurement/Disposition:** All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.
12. **Project and budget modification:** The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.
13. **Use of grant funds/rescission and termination of grants:** The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.
14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.
15. **Release of Funds:** Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to

twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or

in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

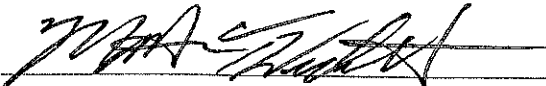
- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

- 19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
- 20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.
- 21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).
- 22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature:  _____

Name of Person Signing (print): Matt Wechtel

Title of Person Signing (print): Chair

Date: 3/12/24

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI
App
Date: _____

Date of Request: February 26, 2024

County: <u>Madison County</u>	Contact Person: <u>Michael Wallin</u>
Address: <u>107 Elizabeth Lane, Marshall, NC 28753</u>	Title: <u>Finance Officer</u>
LEA: <u>Madison County Schools</u>	Phone: <u>828-649-9276 ext. 10121</u>
Address: <u>5738 US 25/70 Hwy., Marshall, NC 28753</u>	Email: <u>mwallin@madisonk12.net</u>

Project Title: Install Boiler and Dual Burner at Madison High School Wellness Center
 Project Address: 5740 US 25/70 Hwy.
Marshall, NC 28753
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacing oil burner with gas burner at the Madison High School Wellness Center (Used for Physical Education Classes) (started last month should be completed by March)

Estimated Costs:

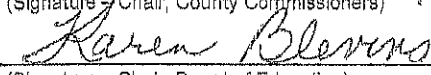
Planning and Design Services.....	\$ _____
New Construction – Facility Enlargement	\$ _____
New Construction – Addition(s)	\$ _____
Existing Construction – Facility Improvements	\$ _____
Existing Construction – Facility Repairs	\$24,817.24
Existing Construction – Facility Renovations	\$ _____
TOTAL	\$24,817.24

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$24,817.24 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.


 (Signature – Chair, County Commissioners)

3/10/24
 (Date)


 (Signature – Chair, Board of Education)

2-26-24
 (Date)

PRINT FORM

CLEAR FORM

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: February 26, 2024

County: Madison County Contact Person: Michael Wallin
 Address: 107 Elizabeth Lane, Marshall, NC 28763 Title: Finance Officer
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121
 Address: 5738 US 25/70 Hwy., Marshall, NC 28763 Email: mwallin@madisonk12.net

Project Title: Cameras for the Velocity Learning Center Building at Madison High School
 Project Address: 5740 US 25/70 Hwy.
Marshall, NC 28763
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (Include est. start/end dates): Cameras for the Velocity Learning Center Building at Madison High School (started last month will be completed this month)

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement	\$	_____
New Construction – Addition(s)	\$	_____
Existing Construction – Facility Improvements	\$	<u>10,486</u>
Existing Construction – Facility Repairs	\$	_____
Existing Construction – Facility Renovations	\$	_____
TOTAL	\$	<u>10,486</u>

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 10,486 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
 (Signature – Chair, County Commissioners)

3/12/24
 (Date)

[Signature]
 (Signature – Chair, Board of Education)

2-26-24
 (Date)

PRINT FORM

CLEAR FORM

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: February 26, 2024

County: <u>Madison County</u>	Contact Person: <u>Michael Wallin</u>
Address: <u>107 Elizabeth Lane, Marshall, NC 28763</u>	Title: <u>Finance Officer</u>
LEA: <u>Madison County Schools</u>	Phone: <u>828-849-9276 ext. 10121</u>
Address: <u>6738 US 26/70 Hwy., Marshall, NC 28763</u>	Email: <u>mwallin@madisonk12.net</u>

Project Title: Entry Access Control for Door at Madison High School
 Project Address: 6740 US 25/70 Hwy.
Marshall, NC 28763
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.


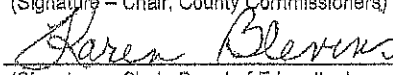
Brief Project Description (include est. start/end dates): Install Access Control Center to Door at Madison High School for Safety (starting this month hopefully be completed by April)

Estimated Costs:

Planning and Design Services.....	\$ _____
New Construction – Facility Enlargement	\$ _____
New Construction – Addition(s)	\$ _____
Existing Construction – Facility Improvements	\$4,231.85
Existing Construction – Facility Repairs	\$ _____
Existing Construction – Facility Renovations	\$ _____
TOTAL	\$4,231.85

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$4,231.85 _____ from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

	<u>3/12/24</u>
(Signature – Chair, County Commissioners)	(Date)
	<u>2-24-26</u>
(Signature – Chair, Board of Education)	(Date)

PRINT FORM

CLEAR FORM

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: February 26, 2024

County: <u>Madison County</u>	Contact Person: <u>Michael Wallin</u>
Address: <u>107 Elizabeth Lane, Marshall, NC 28753</u>	Title: <u>Finance Officer</u>
LEA: <u>Madison County Schools</u>	Phone: <u>828-649-9276 ext. 10121</u>
Address: <u>5738 US 26/70 Hwy., Marshall, NC 28753</u>	Email: <u>mwallin@madisonk12.net</u>

Project Title: Additional Cameras for Weightroom and Wellness Center at Madison High School
 Project Address: 5740 US 26/70 Hwy.
Marshall, NC 28753
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

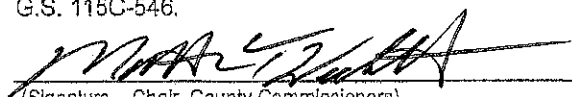
Brief Project Description (include est. start/end dates): Install Additional Cameras at Madison High School Wellness Center and Weightroom (for better visibility and coverage during classes) Starting this month finish by April 2024

Estimated Costs:

Planning and Design Services.....	\$ _____
New Construction – Facility Enlargement	\$ _____
New Construction – Addition(s)	\$ _____
Existing Construction – Facility Improvements	\$20,019.70
Existing Construction – Facility Repairs	\$ _____
Existing Construction – Facility Renovations	\$ _____
TOTAL	\$20,019.70

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

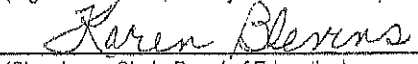
The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$20,019.70 _____ from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.



 (Signature – Chair, County Commissioners) ..

3/2/24

 (Date)



 (Signature – Chair, Board of Education)

2-26-24

 (Date)

PRINT FORM

CLEAR FORM

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: February 26, 2024

County: Madison County Contact Person: Michael Wallin
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer
 LEA: Madison County Schools Phone: 828-649-9278 ext. 10121
 Address: 6738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Replacement of Heat Pumps Mars Hill Elementary School
 Project Address: 200 School House Lane
Mars Hill, NC 28764
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacing Heat Pumps in some of the classrooms at Mars Hill Elementary School beginning now and should be completed in next couple weeks.

Estimated Costs:

Planning and Design Services	\$ _____
New Construction – Facility Enlargement	\$ _____
New Construction – Addition(s)	\$ _____
Existing Construction – Facility Improvements	\$ _____
Existing Construction – Facility Repairs	\$ <u>5,878.88</u>
Existing Construction – Facility Renovations	\$ _____
TOTAL	\$ <u>5,878.88</u>

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$5,878.88 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
 (Signature – Chair, County Commissioners)

3/18/24
 (Date)

[Signature]
 (Signature – Chair, Board of Education)

2-26-24
 (Date)



**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: February 26, 2024

County: Madison County Contact Person: Michael Wallin
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Additional Replacement Heat Pumps for Hot Springs Elementary School
 Project Address: 63 N. Serpentine Avenue
Hot Springs, NC 28743
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacing of additional Heat Pumps in some of the classrooms at Hot Springs Elementary School beginning now and should be completed in next couple weeks.

Estimated Costs:

Planning and Design Services.....	\$ _____
New Construction – Facility Enlargement	\$ _____
New Construction – Addition(s)	\$ _____
Existing Construction – Facility Improvements	\$ _____
Existing Construction – Facility Repairs	\$ 18,499.02
Existing Construction – Facility Renovations	\$ _____
TOTAL	\$ 18,499.02

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 18,499.02 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature] _____ 3/12/24
 (Signature – Chair, County Commissioners) (Date)

[Signature] _____ 2/26/24
 (Signature – Chair, Board of Education) (Date)

PRINT FORM

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**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Madison
LEA: Madison County Schools
Address: 5738 US 25/70 Hwy, Marshall, NC 28

Contact Person: Michael Wallin
Title: CFO
Phone: 828-648-9276 ext. 10121

Project Title: Debt Payment for Purchase of Heating/Air conditioning units Fiscal Year 2023-2024

Location: School System Wide

Type of Facility: School Buildings

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

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

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

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

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

Short description of Construction Project: Debt Payment for Purchase of New Heating/Cooling units school system wide for current Fiscal Year 2023-2024

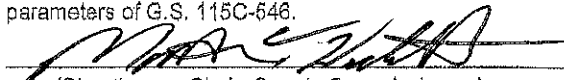
Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		110,000.00
TOTAL	_____	\$	110,000.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 110,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature — Chair, County Commissioners)

3/12/24
(Date)


(Signature — Chair, Board of Education)

2-26-24
(Date)

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the ____ day of the month of _____, 2024 by and between **Madison County, the Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Madison County

By: [Signature]
Title: Chief
Date: 3/12/24

ATTEST: [Signature]

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

By: _____
Director of Fiscal Operations

N.C. 911 Board

By: _____
Title: _____
Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: 2023 Portable Radio PSAP Grant.
 - b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
 - f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
 - g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
 - h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - i. Interlocal agreement: Reserved.
 - j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

1. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
 - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

11. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Reserved.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. **Project Schedule.** Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. **Delivery of Grant Funds.** The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
 - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
 - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
 - a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
 - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL." By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
N.C. 911 Board
P.O. Box 17209
Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee: The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
 - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
 - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



2023 Portable Radio PSAP Grant Application

PSAP Name: Madison County Emergency Services

PSAP Contact Name: Christopher Alquiza

PSAP Contact Email: calquiza@madisoncountync.gov

PSAP Contact Phone Number: 828-649-3602

PSAP Address: 348 Medical Park Dr, Marshal NC, 28753

Date: 7/30/2023

Number of Board-approved seats: 4

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	4	\$8,330.89	\$33,323.56
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/ VHF/UHF Multiband	0	\$5,498.91	\$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.


The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

- Regional Coordinator reviewed for accuracy,
- Financial Review Specialist reviewed for accuracy,
- Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.

RV MODEL / PRO FORMA CONTRACT

 REVENUE CONTRACT (state revenue contract with an Individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)			
Begin Date November 17, 2023	End Date December 31, 2028	Agency Tracking # 34901-01475-0006	Edison ID 78829
Procuring Party Legal Entity Name Madison County, North Carolina		Procuring Party Registration ID 0000274893	
Service Caption Participation in the Tennessee Advanced Communications Network (TACN) for Federal and Non-Tennessee Entities			
Ownership/Control Minority Business Enterprise (MBE): African American Asian American Hispanic American Native American Woman Business Enterprise (WBE) Service-Disabled Veteran Enterprise (SDVBE) Disabled Owned Businesses (DSBE) Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input checked="" type="checkbox"/> Government Non-Minority/Disadvantaged Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
Competitive Award	Describe the competitive award process used. Include Solicitation Number, if applicable:		
<input checked="" type="checkbox"/> Other	The procuring party selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class". Participants are Department-approved Interested governmental entities such as county sheriff's departments, law enforcement agencies, and other public safety, first responder entities, particularly Federal and non-Tennessee entities.		
Agency Contact & Telephone # Jeff Gray, Wireless Communications Director Tennessee Advanced Communications Network (TACN) Tennessee Department of Safety and Homeland Security Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Email Address: jeff.gray@tn.gov Telephone #: (615) 569-1997; (615) 253-1781		CPO USE - RV	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
MADISON COUNTY, NORTH CAROLINA**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Madison County, North Carolina, hereinafter referred to as the "Procuring Party," is for participation in the Tennessee Advanced Communications Network (TACN) for Federal and Non-Tennessee Entities, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is Federal or Non-Tennessee Entity.

Procuring Party Place of Incorporation or Organization: Madison County, NC

A. SCOPE OF SERVICES:

- A.1. The TACN is a P25 Standards Based system constructed by Motorola. It consists of radio communications sites utilizing the VHF High Band, 700MHz and 800MHz frequencies. Master Sites are located diversely throughout the State. Microwave links between the Master Sites and the radio sites utilize redundant methods for a Public Safety grade of service. The TACN extends throughout the State of Tennessee.
- A.2. Radio communications on the TACN will comply with regulations of the Federal Communications Commission ("FCC"), specifically applicable provisions within Part 90 (47 Code of Federal Regulations, Chapter 1 of the 10-1-98 Edition).
- A.3. The TACN will be overseen by the State's Director of Wireless Communications.
- A.4. The Procuring Party shall be authorized to participate in the TACN. The TACN has features that will enable the Procuring Party to establish restricted "talk groups" (TGs) for local events without interrupting on-going regional communications, thereby facilitating improved response by Emergency Service Entities ("ESEs") and enhancing public safety.
- A.5. The Procuring Party shall purchase all equipment necessary to provide TACN communications within the Procuring Party's service area in conjunction with the equipment already in place by the State. All such equipment shall be compatible with the TACN.
- A.6. The equipment listed under this section shall fall under manufacturer's warranty for one (1) year after acceptance by the Procuring Party. The Procuring Party shall notify the State of the date of its acceptance of the equipment, in writing, no later than one (1) business day after acceptance of the equipment. After the one (1) year manufacturer's warranty has ended, upon approval of an amendment to Edison Contract #40169, the equipment will be covered under Edison Contract #40169, which provides maintenance and upgrade coverage to the following hardware:
 - a. RF and Router equipment;
 - b. Simulcast controllers and voters;
 - c. Microwave radio and associated equipment;
 - d. MOSCAD Fault Management; and
 - e. Upgrades to the MCC7500 Consoles.
- A.7. The Procuring Party shall be responsible for the following:
 - a. Any real estate, towers, and buildings owned by the Procuring Party;
 - b. Maintenance to the MCC7500 Consoles and control stations, along with all subscriber radios;
 - c. Fire Station and Alerting System;
 - d. All RF and Microwave antennas and feed lines; and
 - e. All Civil equipment such as UPS, Generators, and Tower lights.

A.8. Public Safety Priority.

- a. If, for purposes of public safety, at any time, in the discretion of the State's Director of Wireless Communications in consultation with the Procuring Party's Point of Contact (POC) identified in Section C.1.d., it is determined that it is necessary to adjust, restrict, or interrupt, participation in the TACN sites outside of the Procuring Party's service area by Procuring Party, the State's Director of Wireless Communications may take such actions deemed appropriate and necessary.
- b. The State's Director of Wireless Communications shall endeavor to provide reasonable advance notice to the Procuring Party prior to making any change, depending on the circumstances, and shall restore the Procuring Party's participation in the TACN sites outside of the Procuring Party's service area at the earliest opportunity.
- c. The priority of participation in the TACN shall be highest for public safety, as represented by the interests of the State, with the next highest priority for participants that are ESEs, and the following priority is for participants that are public entities such as, but not limited to, Departments of Education, Road Departments, and then Non-Governmental Agencies ("NGOs").
- d. The public safety standard for airtime availability ("the Standard") shall be adhered to, as may be defined from time to time by the State's Director of Wireless Communications to promote balanced utilization of the TACN.
- e. No user may adversely affect the total daily capacity or availability of the TACN except in emergency situations and with notification to the State's Director of Wireless Communications.

A.9. Airtime Availability and Limitations.

- a. Mutual cooperation between the Procuring Party and the State will be required so that sufficient airtime availability will be assured for all participants.
- b. The State cannot guarantee airtime due to reasons that include, but are not limited to, equipment failure or maintenance requirements.
- c. The State's Director of Wireless Communications shall make reasonable efforts to minimize any interruption and to maximize airtime availability consistent with the limitations of the TACN.
- d. The State's Director of Wireless Communications shall schedule maintenance, when feasible, during non-peak hours, and make reasonable efforts to notify the Procuring Party prior to any shutdown that may affect the standard.

A.10. Equipment Approval.

- a. Any subscriber infrastructure equipment, as defined by the State's Director of Wireless Communications from time to time, must be approved as to TACN compatibility by the State's Director of Wireless Communications prior to being authorized for purchase.
- b. Failure to comply with Section A.2. of this Contract may result in the removal of the Procuring Party's radio(s) from having transmitting capability in the TACN.
- c. The State's Director of Wireless Communications agrees to act as an advisor to the Procuring Party for the purpose of preparing specifications for procuring infrastructure equipment to be used by the Procuring Party, and to assist in evaluating proposals received in response to solicitations.
- d. If this Contract provides for the reimbursement by the State to the Procuring Party of the cost of goods, materials, supplies, equipment, or contracted services, such procurements shall be made on a competitive basis, where practical. The State and the Procuring Party shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined

that the use of a competitive procurement was not practical, documentation shall include a written justification, approved by the State's Director of Wireless Communications, for such decision and non-competitive procurement.

A.11. No Warranty or Promise of Performance of the TACN.

The State does not offer any warranty of the TACN, TACN quality, reliability, or level of performance, express or implied, or make to the Procuring Party any promise that the TACN will perform as intended, desired, or specified. The Procuring Party understands and agrees to accept service and participation in the TACN subject to awareness of this limitation and assumes all related risks.

A.12. Notice of Changes to the TACN.

The State's Director of Wireless Communications shall provide advance notice and information to the Procuring Party prior to making any major changes to the TACN that may adversely affect its operation.

A.13. TACN Maintenance.

- a. The State's Director of Wireless Communications shall have exclusive authority to provide TACN maintenance on State of Tennessee sites.
- b. The State's Director of Wireless Communications may provide TACN maintenance through direct support and/or through support agreements overseen by the State's Director of Wireless Communications, which agreements may be with partners in the TACN, State agencies, and/or private entities.

A.14. Upon completion of this Contract, the responsibility for providing maintenance, repairs and upgrades on all equipment listed under Sections A.6. and A.7., shall revert back to its respective owners.

A.15. Unless otherwise agreed, the State shall not take ownership of the Procuring Party-owned equipment.

B. TERM OF CONTRACT:

This Contract shall be effective on November 17, 2023 ("Effective Date"), and extend for a period of sixty-one (61) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1 In consideration of products and services provided hereunder by the State, the State may charge and collect from the Procuring Party, the appropriate fees as specified below:

Service Description	Amount (per compensable increment)
User Fee per Radio (See section A.5.)	\$200.00 per radio per year

- a. Fees will be waived subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State may charge the fees noted above. In the event fees are to be charged, no fees will be charged if radios are programmed for, and so long as radios stayed programmed for, Mutual Aid Talk Groups as those are defined and determined by the State's Director of Wireless Communications.
- b. This provision does not apply if fees are waived. If fees are to be charged, the State shall notify the Procuring Party and the Procuring Party will have up to twelve (12) months to make the necessary arrangements regarding budgeting. The State must be in receipt of these fees annually, no later than July 1st of each year. Failure to pay the fees may result in cancellation of this Contract. A pro-rated portion may be acceptable depending on the

date of the Procuring Party's acceptance of the equipment as noted in Section A.6. Any pro-rated portion shall be calculated based upon the number of months remaining in the state fiscal year. For example, if the Procuring Party accepts equipment in April of a year and has one (1) radio, there are three (3) months remaining in the fiscal year, so the pro-rated portion would be \$50.01 ($\$200.00 (1 \text{ radio}) \div 12 = \16.67×3). The Procuring Party may pay in full, for all years or remaining years of the Contract, if agreed to by the State. If full payment is made, the other requirements of this Section regarding reports and payment audits shall still be followed. All fees will be received by the State's Fiscal Director at:

Tennessee Department of Safety and Homeland Security
Cashier's Office
1150 Foster Avenue
Nashville, TN 37243

- c. This provision does not apply if fees are waived. If fees are to be charged, the State will provide a detailed report of all radio user fees incurred by the Procuring Party during the fiscal year such that the Procuring Party can effectively audit and reconcile all payments made under this Contract with fees processed to ensure that the State's reports match the Procuring Party's reports. This report must include the transaction number, requesting agency, services rendered, fees collected or disbursed, dates of processing, and any other information requested by the Procuring Party.

The below-named person shall act as the Point of Contact (POC) for issues related to the Procuring Party's participation in the TACN (i.e., radios, channels, talk groups, operations, etc.). The Procuring Party's contact named in Section E.2. is typically a city or county official, as applicable. In the event fees are to be charged, all reports and invoices shall be submitted to the below-named person at the address below:

Christopher Alquiza, Director
Madison County Emergency Services
348 Medical Park Drive, Room 207
Marshall, NC 28753
Email Address: calquiza@madisoncountync.gov
Telephone #: 828-649-3602; 828-384-8707

- d. This provision does not apply if fees are waived. If fees are to be charged, the Procuring Party agrees to make good faith efforts to resolve any payment audit findings on the basis of audits conducted in accordance with the terms of this Contract. Should any such findings be substantiated, the State agrees to adjust the following month's invoice to correct the discrepancy.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the

Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. If the Procuring Party is a branch of the Federal government or a non-Tennessee governmental entity that is not subject to the laws of the State of Tennessee, then this provision shall not apply. Otherwise, this Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-408.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Procuring Party will indemnify the State and hold it harmless for any violation by the Procuring Party or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a

government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.19. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jeff Gray, Wireless Communications Director
Tennessee Advanced Communications Network (TACN)
Tennessee Department of Safety and Homeland Security
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email Address: Jeff.Gray@tn.gov
Telephone #: (615) 589-1997

The Procuring Party:
Rodney Honeycutt, County Manager
Madison County
PO Box 579
Marshall, NC 28753
Email Address: rhoneycutt@madisoncountync.gov
Telephone # 828-649-2584

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3 Tennessee Department of Revenue Registration. The Procuring Party shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.4. Debarment and Suspension. The Procuring Party certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Procuring Party shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.5. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

IN WITNESS WHEREOF,

Madison County, North Carolina:



PROCURING PARTY SIGNATURE

3/12/24

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

**Madison County
Board of Commissioners**

**Budget Amendment #9
March 12, 2024**

Description	Line Item	Debit	Credit
Tax Administration			
Late Listing	10.3100.1800		\$ 1,000.00
2006 Ad Valorem	10.3100.2006		\$ 450.00
2009 Ad Valorem	10.3100.2009		\$ 400.00
2010 Ad Valorem	10.3100.2010		\$ 650.00
2012 Ad Valorem	10.3100.2012		\$ 1,200.00
2018 Ad Valorem	10.3100.2018	\$ 2,000.00	
2020 Ad Valorem	10.3100.2020	\$ 1,700.00	
Adjust to actual			
Maintenance			
Capital Improvements	10.4261.5110	\$ 75,000.00	
Paving at Library			
Library			
Friends of Library	10.3611.4420		\$ 19,714.00
Equipment and Repairs	10.6110.3520	\$ 9,226.14	
Contracted Services	10.6110.1900	\$ 1,412.78	
Library Operations	10.6110.5600	\$ 9,075.08	
Additional increase to State Aid			
Information Technology			
Salaries	10.4931.1210	\$ 1,641.96	
FICA	10.4931.1810	\$ 125.61	
Retirement	10.4931.1820	\$ 210.99	
Overtime work at tax office			
Administration			
Sale of Foreclosed Property	10.3100.8000		\$ 900.00
Sale of Surplus Property	10.3836.1800		\$ 200.00
Misc Income	10.3836.1100		\$ 84,842.42
Interest	10.3836.4910		\$ 81,200.00
Sheriff's Office			
Housing Juveniles Additional	10.3431.2255		\$ 389,400.00
Overtime Salaries	10.4310.1300	\$ 35,000.00	
Motor Fuels	10.4310.2510		\$ 35,000.00
Capital Improvements (Pod Repairs)	10.4310.5110	\$ 389,400.00	

Health Dept

C19 Bridge Vax Program	10.5110.5719	\$	38,864.00	
C19 Bridge Vax Program	10.3513.5719			\$ 38,864.00

Courthouse Directed Fund

Interest	34.3831.4910			\$ 8,597.48
Rent	34.5211.2711	\$	8,597.48	
Achitect EC2	34.5211.2712			\$ 50,650.00
Courthouse Planning	34.5211.0100	\$	50,650.00	

Opioid Settlement Fund

Opioid Funds	37.3836.7000			\$ 172,300.11
Professional Services	37.6500.1990	\$	172,300.11	

Animal Services

Salaries	10.4380.1210	\$	5,040.00	
FICA	10.4380.1810	\$	385.56	
Retirement	10.4380.1820	\$	647.64	
Unemployment	10.4380.1850	\$	50.40	
Workers Comp.	10.4380.1860	\$	36.29	

Sales Tax

1/4 cent sales tax	10.3232.3115			\$ 54,121.72
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Education/Schools

1/4 cent sales tax	10.5911.7200	\$	54,121.72	
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Contingency

	10.7000.0000		\$84,003.97	
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We are at 65.64% of the FY24 budget.

Bank balances at February 29, 2024 are as follows:

	Unrestricted	Restricted
General Fund	\$ 8,627,020.53	
Debt Service Fund		\$ 288,032.60
Capital Outlay Fund	\$ 326,428.71	
Capital Management	\$ 18,769,857.21	\$ 1,770,990.03
Occupancy Tax Fund		\$ 138,968.09
Revaluation Fund		\$ 606,389.14
Tourism Development		\$ 2,074,190.54
Automation Fund		\$ 165,718.48
Drug Seizure Fund		\$ 8,819.47
Inmate Trust Fund		\$ 23,933.20
Soil & Water Conservation		\$ 42,148.56
Old Settlement		\$ 485,396.44
Courthouse SCIF Grant GPO		\$ 2,763,168.17
Arpa Cash Management Fund	\$ 3,815,027.28	\$ -
Total of All Accounts:	\$ 31,538,333.73	\$ 8,367,754.72

New Jail Loan		(Due in February)
School Debt Service		(Due in February)
40-42 Set Aside for Schools	\$ (1,996,152.56)	
Unspent Grant/Restricted Proceeds	\$ (1,606,146.50)	
Adoption Promotion Fund	\$ (83,403.84)	
Encumbered Amounts	\$ (1,344,089.00)	
911 Funds	\$ (101,969.88)	
Goldenleaf Funds	\$ (78,195.00)	
Arpa Funds	\$ -	
Total assigned and restricted Bank Bal:	\$ (5,209,956.78)	

	General	Landfill
Unassigned and Unrestricted totals by	\$ 17,960,622.23	\$ (98,629.12)

SUMMARIES:

Percentage of budget at February 29, 2024 is:

General Fund:		YTD	
Revenues	\$ 2,311,993.75	\$ 28,456,991.95	77.32
Expenditures	\$ 2,378,724.91	\$ 19,463,022.68	55.13

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/23
Revenues to Date:	\$ 2,311,993.75	\$ 28,456,991.95		77.32	\$ 23,867,795.42
Expenditures to Date:	\$ 2,378,724.91	\$ 19,463,022.68	\$ 884,483.00	55.13	\$ 17,128,395.06
Gain/Loss to Date:	\$ (66,731.16)	\$ 8,993,969.27			\$ 6,739,400.36

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/23
Revenues to Date:	\$ 126,654.12	\$ 2,468,076.85		86.16	\$ 2,621,999.97
Expenditures to Date:	\$ 177,010.48	\$ 1,538,402.49	\$ 459,606.00	53.71	\$ 1,542,162.22
Gain/Loss to Date:	\$ (50,356.36)	\$ 929,674.36			

Contingency

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	Year to Date 02/23
Revenues	\$ 5,472.41	\$ 47,768.84		72.74	\$ 77,966.01
Expenditures	\$ 70,145.69	\$ 511,146.40		89.76	\$ 103,982.85
Gain/Loss	\$ (64,673.28)	\$ (463,377.56)			\$ (26,016.84)
Contingency	\$-				

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 02/23
Vehicle Tax	\$ 108,346.98	\$ 847,923.71	84.79	\$ 806,968.84
Overages/Underages				
Ad Valorem Tax Interest	\$ 36,326.52	\$ 123,638.78	82.43	\$ 208,394.18
Late Listing Fee	\$ 990.17	\$ 16,008.93	106.73	\$ 18,756.13
Legal Fees				
2011 Ad Valorem Tax		\$ 1,466.36	107.19	\$ 2,747.46
2012 Ad Valorem Tax		\$ 1,625.83	121.69	\$ 5,323.03
2013 Ad Valorem Tax		\$ 2,142.69	35.71	\$ 6,039.95
2014 Ad Valorem Tax		\$ 2,924.72	41.78	\$ 7,216.43
2015 Ad Valorem Tax	\$ 1,116.81	\$ 3,569.06	44.61	\$ 11,392.07
2016 Ad Valorem Tax	\$ 1,045.62	\$ 4,542.23	50.47	\$ 17,824.47
2017 Ad Valorem Tax	\$ 1,381.22	\$ 9,019.97	45.10	\$ 26,672.95
2018 Ad Valorem Tax	\$ 1,821.80	\$ 10,235.79	40.94	\$ 46,541.59
2019 Ad Valorem Tax	\$ 1,622.48	\$ 14,893.37	49.64	\$ 63,040.38
2020 Ad Valorem Tax	\$ 3,224.49	\$ 21,489.78	42.98	\$ 89,092.89
2021 Ad Valorem Tax	\$ 10,766.31	\$ 54,351.99	54.65	\$ 185,064.18
2022 Ad Valorem Tax	\$ 33,152.91	\$ 154,948.39	77.47	\$ 12,121,822.70
2023 Ad Valorem Tax	\$ 261,792.47	\$ 12,375,823.20	97.67	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps		\$ 290.00	96.67	\$ 260.00
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property	\$ 900.00	\$ 9,730.00	100.00	\$ 2,777.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 621,201.46	\$ 4,487,905.69	64.66	\$ 3,625,335.89
Gas Tax Refund/State				
Payment In Lieu of Taxes		\$ 8,320.00	5.35	\$ 6,141.85
Forest Service Timber Sales				
Clerk of Court	\$ 5,897.89	\$ 55,207.42	76.68	\$ 46,756.61
Board of Elections		\$ 8,074.76	30.95	
Register of Deeds	\$ 28,235.90	\$ 343,894.70	75.91	\$ 329,744.00
Sheriff's Department	\$ 792,832.42	\$ 2,616,326.76	82.13	\$ 122,319.78
Emergency Management		\$ 20,625.00	100.00	\$ 20,625.00
Inspections	\$ 6,785.48	\$ 212,858.98	69.21	\$ 250,205.07
Animal Control	\$ 3,295.00	\$ 45,399.05	109.40	\$ 6,970.33
Transportation	\$ 31,646.38	\$ 492,385.06	80.93	\$ 309,039.59
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJD	\$ 8,035.00	\$ 682,704.30	40.18	\$ 355,091.32

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 02/23
Health Department	\$ 140,611.26	\$ 19,698,416.71	64.64	\$ 1,543,242.13
Medicaid Hold Harmless Tax		\$ 18,295.20	12.92	\$ 86,912.75
Social Services	\$ 65,323.00	\$ 1,208,901.59	44.11	\$ 1,116,012.19
AFDC				
Foster Care		\$ 59,256.71	12.24	\$ 50,801.47
Medicaid				
Adoption				
Child Support Enforcement	\$ 1,107.45	\$ 60,830.43	69.93	\$ 44,903.70
In Home Aides	\$ 2,523.93	\$ 17,277.16	21.95	\$ 24,830.75
Beech Glen Center	\$ 678.00	\$ 58,930.00	118.60	\$ 5,718.00
Nutrition	\$ 15,373.94	\$ 138,753.35	78.67	\$ 93,975.54
State Lottery Funds/Education		\$ 123,314.41	69.92	\$ 78,599.04
Library	\$ 11,813.04	79*598.39	82.26	\$ 148,622.98
Parks & Recreation	\$ 900.00	\$ 2,718.00	22.54	\$ 6,250.00
Interest Earned		\$ 476,021.13	188.94	\$ 196,120.78
Rent of County Property	\$ 6,627.50	\$ 45,270.00	75.33	\$ 29,620.00
Finance/Other		\$ 197,579.04	95.45	\$ 14,732.76
Miscellaneous Income	\$ 85,604.42	\$ 128,155.33	749.81	\$ 87,037.25
Fund Transfer In				
Totals	\$ 2,311,993.75	\$ 28,456,991.95	77.32	\$ 23,867,795.42

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/23
Governing Body	\$ 12,032.51	\$ 88,596.75		24.45	\$ 91,932.27
Finance Office	\$ 79,508.23	\$ 436,764.70	\$ 6,935.00	47.03	\$ 413,620.65
Tax Collector	\$ 35,797.86	\$ 317,377.47		53.54	\$ 164,250.78
Tax Supervisor	\$ -	\$ -	\$ -	-	\$ -
Land Records	\$ 6,851.59	\$ 55,029.18		53.92	\$ 52,077.18
Professional Services	\$ 16,250.00	\$ 32,500.00		50.00	\$ 21,600.00
Court Facilities	\$ 1,789.40	\$ 23,662.18		71.55	\$ 5,592.40
Board of Elections	\$ 26,871.30	\$ 122,123.61	\$ 5,231.00	34.29	\$ 166,859.10
Register of Deeds	\$ 28,272.47	\$ 261,053.37		72.53	\$ 241,589.33
Register of Deeds- Automation		\$ 11,000.00	\$ 3,495.00	50.00	\$ -
Custodial	\$ 6,342.46	\$ 54,394.77		51.73	\$ 55,080.07
Maintenance	\$ 32,117.86	\$ 655,266.00	\$ 73,152.00	51.40	\$ 395,366.68
Sheriff's Department	\$ 351,091.64	\$ 3,406,672.99	\$ 106,278.00	64.92	\$ 2,765,540.10
Emergency Management	\$ 5,108.61	\$ 39,912.91		30.89	\$ 75,193.88
911 Dispatchers	\$ 68,014.43	\$ 499,438.35	\$ 14,540.00	65.79	\$ 508,013.25
Fire Contract/Forest Service		\$ 36,888.97		27.55	\$ 40,604.83
Inspections	\$ 26,639.08	\$ 233,332.81		66.33	\$ 226,463.93
Economic Development	\$ 8,873.33	\$ 98,644.51		37.48	\$ 73,359.96
Medical Examiner	\$ 400.00	\$ 10,400.00		69.33	\$ 7,500.00
Ambulance Service Contract	\$ 142,916.67	\$ 1,143,333.36	\$ 284,167.00	66.38	\$ 1,143,333.36
Animal Control	\$ 30,421.68	\$ 222,829.89	\$ 8,108.00	59.69	\$ 185,062.67
Transportation - Admin	\$ 9,577.77	\$ 80,955.95		58.65	\$ 83,732.58

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/23
Transportation - Operating	\$ 48,529.80	\$ 398,268.29		49.04	\$ 295,219.67
Transportation - Capital Outlay		\$ -		-	
Transportation - EDTAP	\$ 27.45	\$ 288.45			
Planning & Development	\$ 2,500.00	\$ 83,680.57		14.63	\$ 79,446.92
Information Technology	\$ 53,526.22	\$ 210,077.16	\$ 5,635.00	53.23	\$ 193,908.13
Cooperative Extension	\$ 34,287.08	\$ 201,918.73	\$ 7,337.00	58.08	\$ 177,072.18
Soil & Water	\$ 12,552.41	\$ 93,915.40	\$ 6,600.00	56.61	\$ 83,687.38
Health Department	\$ 313,559.21	\$ 2,340,539.85	\$ 225,656.00	60.67	\$ 2,164,158.70
Drug Free Community	\$ 14,046.54	\$ 87,265.76	\$ 8,375.00	62.99	\$ 74,660.68
MHAT	\$ 5,567.94	\$ 44,646.37		34.99	\$ 4,192.77
Management Admin.	\$ 188,392.00	\$ 459,783.16		27.72	\$ 254,006.97
Social Services	\$ 210,302.80	\$ 1,559,384.73		45.98	\$ 1,554,632.93
AFDC	\$ 7,885.51			6.25	\$ 1,143.79
Special Assistance	\$ 8,369.00	\$ 61,368.50		33.69	\$ 53,723.50
State Foster Care		\$ 78,153.00		22.33	\$ 79,438.18
Foster Care Program		\$ 53,824.91		15.38	\$ 67,732.24
Medical Assistance Program					
Adoption Assistance	\$ 15,694.91	\$ 121,925.08		45.71	\$ 107,732.44
Crisis Intervention	\$ 10,598.94	\$ 158,168.15		72.54	\$ 115,632.40
Child Support	\$ 7,885.51	\$ 64,875.73	\$ 15,940.00	48.36	\$ 56,256.76
In Home Aides	\$ 6,613.49	\$ 54,480.30		27.96	\$ 69,851.62
Nutrition	\$ 38,615.77	\$ 362,064.98	\$ 4,666.00	55.20	\$ 355,188.46
Education	\$ 432,100.69	\$ 4,539,335.24		73.39	\$ 3,798,738.57
A-B Technical College	\$ 9,542.00	\$ 76,336.00	\$ 104,962.00	66.67	\$ 76,336.00
Bank Charges	\$ 988.14	\$ 14,404.62		72.02	\$ 12,306.31
Library	\$ 63,996.03	\$ 411,808.96	\$ 3,406.00	62.16	\$ 407,304.98
Parks & Recreation	\$ 10,153.71	\$ 140,921.39		43.46	\$ 117,455.80
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 2,378,724.91	\$ 19,463,022.68	\$ 884,483.00	55.13	\$ 17,128,395.06

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 02/23
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	\$ 10,190.75	\$ 23,010.02	127.83	\$ 10,158.00
Local Tire Disposal Fee	\$ 584.90	\$ 2,787.55	185.84	\$ 2,349.38
White Goods Tax	\$ 4,087.78	\$ 7,198.50		
Sale of White Goods	\$ 1,638.00	\$ 15,108.30	97.47	\$ 11,747.90
Household Hazardous Waste		\$ 638.50	45.61	\$ 581.00
Temporary Disposal Cards	\$ 7,050.00	\$ 59,625.00	186.33	\$ 55,631.25
Duplicate Disposal Cards	\$ 595.00	\$ 3,886.35	13.88	\$ 22,701.23
Landfill Disposal Cost Fees	\$ 10,247.36	\$ 85,171.53	68.14	\$ 99,524.27
Landfill Sale of Recyclables	\$ 5,807.56	\$ 42,621.16	112.16	\$ 38,635.84
Nuisance Tires				
Disposal Cards	\$ 79,523.27	\$ 2,180,862.79	85.49	\$ 2,323,050.00
Construction Demolition	\$ 2,095.60	\$ 32,613.14	85.42	\$ 35,664.51
Solid Waste Disposal Distribution	\$ 4,833.80	\$ 14,464.00	144.64	\$ 9,943.65
Grant/State				
Electronics Management				
Electronics (County)				
Interest				
Totals	\$ 126,654.12	\$ 2,468,076.85	86.16	\$ 2,621,999.97

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/23
Landfill	\$ 151,221.04	\$ 1,341,990.79	\$ 449,160.00	52.63	\$ 1,360,558.65
Recycling	21,433.87	\$ 174,798.87	\$ 4,251.00	62.02	\$ 164,120.88
Scrap Tires	\$ 4,355.55	\$ 21,612.83	\$ 6,195.00	81.56	\$ 16,192.98
White Goods					
Closure/Post Closure					
Totals	\$ 177,010.48	\$ 1,538,402.49	\$ 459,606.00	53.71	\$ 1,542,162.22



FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement (this "Agreement") is made by and between Madison County, North Carolina (the "Client") and First Tryon Advisors, LLC (the "Advisor"), as of the date acknowledged and accepted by the Client below (the "Effective Date").

In consideration of the mutual covenants contained in this Agreement, the parties hereby agree with respect to financial advisory services to be provided by the Advisor to the Client as follows:

SERVICES

The Advisor, as an independent contractor and not as an employee, shall provide financial advisory services to the Client as specified from time to time in the work order or work orders in the form attached to this Agreement as Exhibit A (collectively, if more than one, the "Work Order"), perform all work and deliver all requisite work product (the "Deliverables") in connection therewith (collectively, together with the Deliverables, the "Services"). The Advisor agrees to perform the Services in accordance with the highest professional standards applicable to the performance of like services. As part of such Services, Client may periodically request reasonable written reports concerning the Advisor's progress, project status and other matters pertaining to the Services, and the Advisor shall promptly provide such reports to Client at no additional charge.

Client may, from time to time, request that the Advisor perform additional Services ("Additional Services"). If the Advisor accepts such assignments, the parties shall agree to the parameters of the Additional Services to be undertaken by executing a new or revised Work Order in the form of Exhibit A. The Additional Services shall be considered "Services" under this Agreement and shall be performed in accordance with, and subject to the terms and conditions of, this Agreement and the Work Order specifying the Services to be performed.

Nothing contained in this Agreement shall constitute making or appointing the Advisor an agent of the Client. The Advisor shall not (a) hold itself out contrary to the terms of this Agreement; (b) enter into any agreement on behalf of the Client or bind the Client in any way; or (c) make any representation, agreement, act or commission contrary to the terms of this Agreement.

The parties agree that Affiliates (as defined below) of Advisor and Affiliates of Client may execute Work Orders in accordance with the provisions of this Agreement. In such event, the applicable Affiliate of such party executing any Work Order shall, for purposes of such Work Order, be considered "Advisor" and the "Client" as those terms are used in this Agreement, insofar as it relates to any such Work Order, shall be deemed to be a two-party agreement between First Tryon or its applicable Affiliate on the one hand and Client or its applicable Affiliate on the other hand. As used in this Agreement, an "Affiliate" of an entity is another person or entity which controls, is controlled by or is under common control with such entity, and the term "control" of an entity shall mean the power to unilaterally direct the policies and management of such entity, whether through the ownership of voting securities or otherwise.

CLIENT MATTERS

With respect to any matter described in this Agreement, nothing in this Agreement shall limit the Client's unqualified right, in the Client's discretion, (a) to reject in whole or in part any advice, suggestion, counsel or proposal made by the Advisor; or (b) to make any decision the Client deems to be in the best interests of the Client.

The Client represents that (a) it has taken all necessary action to authorize the Client's execution, delivery and performance of this Agreement and (b) it has obtained all consents, approvals and authorizations necessary

for the Client's execution and delivery of this Agreement and the performance of its obligations under this Agreement.

TERM

This Agreement shall commence on the Effective Date and thereafter shall remain in effect unless terminated in accordance with the provisions under the "TERMINATION" heading below. The Advisor shall render Services to Client for the period (the "Term") set forth in the applicable Work Order.

PERSONNEL

The Advisor's Services under this Agreement shall be rendered solely by (a) its individual employees or (b) individuals or entities that are not employees of the Advisor that have been engaged by the Advisor to perform Services under this Agreement on the Advisor's behalf (collectively, the "Third Parties"), in each case as specified in the Work Order (collectively, the "Personnel"). The Advisor represents any such Personnel are qualified to perform the Services and have been assigned by the Advisor to work with the Client pursuant to this Agreement. The Advisor certifies that after hiring an employee to work in the United States, the Advisor shall verify the work authorization of the employee through E-Verify (or any replacement procedure).

FEES

Upon the performance by the Advisor of all of its obligations under this Agreement and in an applicable Work Order, and as full compensation for Services performed by the Advisor to Client, Client agrees to pay to the Advisor, and the Advisor agrees to accept, a fee for Services as rendered on the basis set forth in the Work Order. In no event shall Client be obligated to pay any fees accrued in excess of the Estimated Cost set forth in the Work Order, or accrued in respect of services not described in the Work Order, without the written consent of Client.

In establishing fees, the Advisor takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

Unless specifically provided otherwise in the applicable Work Order, the Advisor shall invoice Client upon completion of the Services performed under the applicable Work Order. Invoices will be paid within 30 days of Client's receipt and acceptance of a proper invoice in accordance with the applicable Work Order.

TERMINATION

Either party shall have the right to terminate any or all of the Services, any or all Work Orders or this Agreement without cause and in its sole discretion upon 30 days' prior written notice.

In the event of any termination of any Services, Work Order or this Agreement as set forth above, the Client shall pay the Advisor only for those Services performed, and reimbursable expenses incurred, before the effective date of termination; provided, however, that the Client shall have no liability for any further charges in respect of Services performed or expenses incurred after such termination date. Upon termination of this Agreement, the Advisor shall be relieved of any further obligations to provide services under this Agreement or any applicable Work Order.

MISCELLANEOUS

The provisions of this Agreement constitute the entire agreement of the parties as to the matters addressed in this Agreement and supersede any prior understanding not specifically incorporated in this Agreement. No changes to this Agreement or waiver of any of the terms of this Agreement shall be made except in writing signed by the Client and the Advisor. In addition, no Work Order applicable to this Agreement shall be binding

on the Client unless executed by the Client and the Advisor. In the event of any inconsistency between a Work Order and the terms set forth in this Agreement, the terms of the applicable Work Order shall prevail.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be fully performed therein.

NOTICES

All notices, requests, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by a nationally recognized overnight courier service or by United States mail, postage prepaid, certified or registered, with return receipt requested, or otherwise actually delivered:

If to the Client at:

Madison County
Attn: Finance Department
107 Elizabeth Lane
Marshall, NC 28753

If to the Advisor, at:

First Tryon Advisors, LLC
Attn: Chief Compliance Officer
6101 Carnegie Blvd, Suite 210
Charlotte, NC 28209

LIMITATION ON LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID BY THE CLIENT FOR SERVICES RENDERED DURING THE TERM. NEITHER PARTY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT.

HEADINGS

The paragraph headings in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement.

ASSIGNMENT

Each provision of this Agreement and all Work Orders shall inure to, and shall be legally binding on, the successors and assigns of the parties to this Agreement.

COMPLIANCE WITH LAW

The Advisor will comply with all statutes, ordinances, and regulations of all federal, state, county and municipal or local governments, and of any and all the departments and bureaus thereof, applicable to the carrying on of its business and performance of the Services and its obligations under this Agreement.

SEVERABILITY

If any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, then neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall be in any way affected.

MUNICIPAL ADVISORY CLIENT EDUCATION AND PROTECTION

The Advisor is registered with the U.S. Securities and Exchange Commission ("SEC") as a Municipal Advisor. As a registered Municipal Advisor, the Advisor is subject to the rules of the Municipal Securities Rulemaking Board ("MSRB"). The MSRB provides certain protections for municipal entities and obligated persons that are

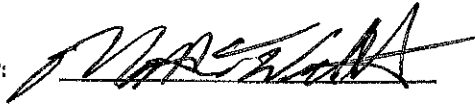
clients of a municipal advisor. For complete regulatory and educational information, visit the MSRB's website at www.msrb.org. A municipal advisory client brochure is available on the MSRB website's (currently available at <https://www.msrb.org/sites/default/files/2022-09/MSRB-MA-Clients-Brochure.pdf>). The client brochure describes client protections that may be provided under MSRB rules, including how to file a complaint with an appropriate regulatory authority.

MUNICIPAL ADVISOR REGULATORY DUTIES

MSRB Rule G-42 requires that municipal advisors provide disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Advisor's Municipal Advisor's Disclosure Statement, which the Advisor has to this Agreement as Exhibit B.

IN WITNESS WHEREOF, the Client and the Advisor have duly executed this Agreement, and the Client has acknowledged and accepted the terms of this Agreement, as of the 17 day of March, 2024.


MADISON COUNTY, NORTH CAROLINA

By: 

Name: _____

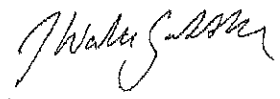
Title: _____

FIRST TRYON ADVISORS, LLC

By: 

Name: Amy Vitner

Title: Managing Director

By: 

Name: J. Walter Goldsmith

Title: President & COO

EXHIBIT A
WORK ORDER

WORK ORDER to the Agreement dated _____, by and between _____ (the "Client") and First Tryon Advisors, LLC (the "Advisor").

SERVICES

Pursuant to this Work Order, the Advisor's Services will include the following:

- [To be determined]

TERM

The term with respect to the Services to be performed under this Work Order shall end 30 days after the completion of the Services, unless terminated earlier in accordance with the Agreement.

COMPENSATION

In establishing fees, the Advisor considers multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For services to be performed in connection with this Work Order, the Advisor shall be compensated as follows:

- [To be determined]

Such fees may vary if (1) the contemplated assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of the Advisor's responsibilities. The Advisor will consult with the Client if at any time the Advisor believes that circumstances require an adjustment to its fee. The fee will not be increased without the written consent of the Client.

In addition to the compensation outlined above, the Client will reimburse the Advisor for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. The Advisor will bill the Client for such expenses at cost, with no mark-up. The Advisor will not bill the Client for indirect costs such as phone and video conference services; instead, the Client will pay the Advisor an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

The Advisor is firmly committed to demonstrating value to the Client throughout the financing process. *If at any time the Client believes that the Services provided are not consistent with the fees charged by the Advisor, the Client may adjust the fee for such Services to any amount the Client deems appropriate.*

AGREED AND ACCEPTED this ____ day of _____, 2023:

MADISON COUNTY, NORTH CAROLINA

By: No signature required on exhibit
Name:
Title:

FIRST TRYON ADVISORS, LLC

By: _____
Name: Amy Vitner
Title: Managing Director

By: _____
Name: J. Walter Goldsmith
Title: President & COO

EXHIBIT B MUNICIPAL ADVISOR DISCLOSURE STATEMENT

Developing best practices for regulatory compliance and following the spirit, not just the letter, of any applicable regulation are central tenets of First Tryon Advisors, LLC ("First Tryon"). To that end, we are providing you with this Disclosure Statement of Municipal Advisor (this "Disclosure Statement") to explain our fiduciary duties and commitment to you (the "Client"), as well as to provide you with certain disclosures that are required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-42 ("Rule G-42"), which became effective on June 23, 2016.

FIDUCIARY DUTY: In the conduct of all municipal advisory activities for the Client, First Tryon is subject to a fiduciary duty that includes a Duty of Loyalty and a Duty of Care.

First Tryon's Duty of Care includes, but is not limited to, the following:

- First Tryon must possess the degree of knowledge and expertise needed to provide the Client with informed advice.
- First Tryon must make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client.
- First Tryon must undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Among other matters, First Tryon must have a reasonable basis for:
 - any advice provided to or on behalf of the Client;
 - any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities or securities secured by payments from the Client; and
 - any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement for any applicable issue of municipal securities.

First Tryon's Duty of Loyalty includes, but is not limited to, the following:

- First Tryon must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to First Tryon's financial or other interests.
- First Tryon may not engage in municipal advisory activities for the Client if First Tryon cannot manage or mitigate its conflicts of interest in a manner that will permit it to act in the Client's best interests.

FIRST TRYON'S RECOMMENDATIONS TO CLIENTS: Rule G-42 requires that our advisors have a reasonable basis to believe that any recommendation First Tryon makes to the Client is suitable for the Client, based on the information obtained through our reasonable diligence. If the Client requests a review of another party's recommendation, our advisors must determine, based on the information obtained through our reasonable diligence, whether the recommendation is suitable for the Client.

In addition, First Tryon must inform the Client of:

- our evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product; and
- the basis upon which First Tryon reasonably believes that the recommendation (or reviewed recommendation) is or is not suitable for the Client; and - whether our advisors have investigated or considered other reasonably feasible alternatives to the recommendation that might also serve the Client's objectives.

PROHIBITED ACTIVITIES: Rule G-42 prohibits First Tryon, and any other municipal advisor, from engaging in the following activities:

- receiving compensation that is excessive in relation to the municipal advisory activities actually performed;
- delivering an invoice for fees or expenses for municipal advisory activities that is materially inaccurate in its reflection of the activities actually performed or the personnel that actually performed those activities;
- making any representation or the submission of any information that First Tryon knows or should know is either materially false or materially misleading due to the omission of a material fact about the capacity, resources or knowledge of First Tryon, in response to requests for proposals or qualifications or in oral presentations to the Client or another prospective client, for the purpose of obtaining or retaining an engagement to perform municipal advisory activities;
- making, or participating in, any fee-splitting arrangement with underwriters on any municipal securities transaction as to which it has provided or is providing advice, and any undisclosed fee splitting arrangements with providers of investments or services to the Client; and
- making payments for the purpose of obtaining or retaining an engagement to perform municipal advisory activities.

MANDATORY DISCLOSURES REGARDING CONFLICTS: Under Rule G-42, First Tryon must disclose to you in writing any actual or potential material conflicts of interest, including:

- any First Tryon affiliate that provides any advice, service or product to or on behalf of the Client that is directly related to the municipal advisory activities to be performed by First Tryon;
- any payments made by First Tryon, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the Client;
- any payments received by First Tryon from a third party to enlist First Tryon's recommendation to the Client of its services, any municipal securities transaction or any municipal financial product;
- any fee-splitting arrangements involving First Tryon and any provider of investments or services to the Client; and
- any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which First Tryon is providing advice; and - any other actual or potential conflicts of interest, of which First Tryon is aware after reasonable inquiry, that could reasonably be anticipated to impair First Tryon's ability to provide advice to or on behalf of the Client in accordance with the fiduciary duty it owes to the Client.

Please be aware of the following actual or potential material conflicts of interest related to our role as your advisor:

- *Contingent Fees Based on closing & size of transaction:* First Tryon represents that in connection with the issuance of municipal securities, First Tryon may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, First Tryon hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding First Tryon's ability to provide unbiased advice to enter into such transaction. While this form of compensation is common in the municipal advisor sector, the contingent fee arrangement could create an incentive for the municipal advisor to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This potential conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- *Hourly Fees:* First Tryon may be compensated using an hourly fee structure with First Tryon's aggregate fee

amount equaling the number of hours worked by its personnel multiplied by an agreed-upon hourly billing rate. While this form of compensation is common in the municipal advisor sector, it presents a potential conflict of interest because it could create an incentive for the municipal advisor to recommend alternatives that would result in more hours worked. This conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

- *Fixed Fees:* First Tryon may be compensated based on a fixed amount established at the outset of the assignment. The fixed fee amount is usually based upon an analysis by the Client and First Tryon's of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by First Tryon. While this form of compensation is also common in the municipal advisor sector, it presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the municipal advisor may suffer a loss. Thus, the municipal advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- *Increased Cost:* We wish to also make you aware that the fee paid to First Tryon increases the cost of transactions completed by the Client. The increased cost occurs from compensating First Tryon for municipal advisory services provided.
- *Other Advisory Clients:* First Tryon serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of another First Tryon client. For example, First Tryon serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, First Tryon could potentially face a conflict of interest arising from these competing client interests. First Tryon fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the Client.

We believe the following factors enable First Tryon to manage and mitigate the conflicts described above:

- *Fiduciary Duty:* First Tryon's commitment to the fiduciary duty it owes the Client serves as a general mitigating factor for any conflict of interest. Taken together, the Duty of Care and the Duty of Loyalty require First Tryon to deal honestly and in good faith with the Client and to act in the Client's best interests, without regard to First Tryon's financial or other interests.
- *Business Model and Capitalization:* First Tryon is well-capitalized, and its business model is not dependent on maximizing short-term revenues from any single advisory client or recommendation. Instead, First Tryon's business model and profitability are dependent on cultivating long-term client relationships based on a demonstrated track record of putting our clients' interests first.
- *Supervisory Structure:* First Tryon has the experience, expertise and infrastructure reasonably designed to achieve compliance with its regulatory obligations. The firm's supervisory structure, which includes a Chief Compliance Officer, and other safeguards ensure that our advisors understand, and act in accordance with, the fiduciary duty First Tryon owes to each of its clients.

MANDATORY DISCLOSURES REGARDING DISCIPLINARY EVENTS: Under Rule G-42, First Tryon must disclose to you in writing (1) any legal or disciplinary event that is material to the Client's evaluation of First Tryon or the integrity of its management or advisory personnel and (2) the date of the last material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-1 filed with the SEC by First Tryon, along with a brief explanation of the basis for the materiality of the change or addition.

- *Material Legal or Disciplinary Events:* First Tryon does not have any legal events or disciplinary history on

First Tryon's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation.

- *How to access Form MA and Form MA-I:* First Tryon's most recent Form MA and each most recent Form MA-I filed with the SEC may be accessed electronically at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.
- *Most Recent Change In Legal or Disciplinary Event Disclosure:* There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against First Tryon, we will provide complete disclosure to the Client in detail.

FUTURE DISCLOSURES: As required by Rule G-42, First Tryon will, throughout the course of its engagement with the Client, promptly notify the Client in writing to supplement or amend this Disclosure Statement as may be necessary in connection with (1) any changed circumstance that results in new, material conflicts of interest or material changes to the conflicts of interest described above or (2) any required update to First Tryon's disciplinary event information.

If you have any questions or concerns about this Disclosure Statement or the information above, please make those questions or concerns known immediately. In addition, the Client should consult with its own legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

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

CONTRACTOR: First Tryon Advisors

COUNTY DEPARTMENT: Finance

SUBJECT OF CONTRACT: Advisory Svcs.

DATE/TERM OF CONTRACT: 3/12/24

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

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

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

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

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

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

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

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

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

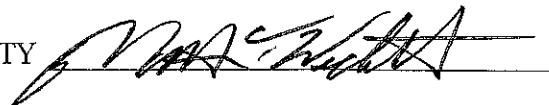
Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law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

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY



Title: 3/12/24

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

By: Kay Leaford
Madison County Finance Officer