

The Madison County Board of Commissioners met in special session on Tuesday, April 23, 2024, at 6:00 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, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 6:00 p.m. by Chairman Wechtel.

**Item 1: FY 2024-2025 Budget Discussion**

County Manager Rod Honeycutt discussed the proposed FY2024-2025 budget. Information discussed included departments that would be available for budget presentations for consideration of the Board, future budget meetings, and budget timeline.

Pia Cash, Animal Shelter Director presented and discussed proposed budget information and requests with the Board on behalf of the Animal Shelter as well as answered questions from Board members. Discussion regarding the Animal Shelter's proposed budget was had by the Board, Ms. Cash, Finance Officer Kary Ledford, and County Manager Rod Honeycutt.

Connie Harris, Department of Social Services Director presented and discussed proposed budget information and requests with the Board on behalf of the Department of Social Services as well as answered questions from Board members. Discussion regarding the Department of Social Services proposed budget was had by the Board, Ms. Harris, and County Manager Rod Honeycutt.

Sam Lunsford, Solid Waste Director presented and discussed proposed budget information and requests with the Board on behalf of the Solid Waste Department as well as answered questions from Board members. Discussion regarding the Solid Waste proposed budget was had by the Board, Mr. Lunsford, Finance Officer Kary Ledford, and County Manager Rod Honeycutt.

Daniel Metcalf, Transportation and Operations Director presented and discussed proposed budget information and requests with the Board on behalf of the Transportation and Operations Department as well as answered questions from Board members. Discussion regarding the Transportation and Operations proposed budget was had by the Board, Mr. Metcalf, Finance Officer Kary Ledford, and County Manager Rod Honeycutt.

County Manager Rod Honeycutt presented and discussed proposed budget information and requests with the Board on behalf of the North Carolina Forest Service as well as answered questions from Board members. Discussion regarding the Forest Service proposed budget was had by the Board, Finance Officer Kary Ledford, and County Manager Rod Honeycutt.

**Item 2: Town of Marshall Recreational Facility Funding Contribution**

County Manager Rod Honeycutt presented and discussed the request from the Town of Marshall for consideration of a funding contribution on behalf of the County from funds being held to be utilized for a Town of Marshall recreational facility with the proceeds from the sale of County owned surplus property located on Blannahasset Island in Marshall. Manager Honeycutt also noted that the request from the Town is for improvements and refurbishment to the basketball court located on the Island.

Counsel was provided by County Attorney Donny Laws regarding the intent of the original understanding that was created for the County to hold the funds and discussion was had by the Board regarding funds being allowed to be utilized for facilities instead of a single facility.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garirson, the Board voted unanimously to modify to allow the Town of Marshall to use the proceeds on facilities vs. a facility for youth with everything else remaining the same.

**Item 3: Geographic Information System Software and Training**

Manager Honeycutt presented and discussed proposals from Avineon, Inc. for Geographic Information (GIS) pro training and support services. Discussion was had by the Board, Tax Administrator Diana Norton, and County Manager Honeycutt regarding the County's GIS staff, functions, processes, services included in the proposal, and funding source.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, with discussion being had by the Board, the Board voted unanimously to move forward with the bridge proposal that the County Manager provided. (Attachment 3.1)

**Item 4: Public Service Complex Design-Build Discussion**

Manager Honeycutt discussed the request for qualifications (RFQ) that was previously issued for the design-build of a new public service complex and presented an update for consideration of the Board. Information discussed included the internal workgroup involved in the process, previous process utilized for creation and advertisement of the RFQ, responses received, scoring criteria, selection committee, and

information regarding interested firms with Project Manager Ross Young also discussing the scoring criteria for the RFQ. Discussion was had by the Board and Manager Honeycutt with counsel being provided by Attorney Laws regarding the previous and future process for the selection committee for design-build projects, with the consensus of the Board being that each would be evaluated as stipulated individually in future design-build resolutions adopted by the Board.

At 9:20 p.m., motion was placed on the floor by Chairman Wechtel that the Board recess the meeting until April 30, 2024, at 6:00 p.m. in this room. Clerk Mandy Bradley clarified that the location would be the North Carolina Cooperative Extension-Madison County Center and Chairman Wechtel confirmed. Request for amendment of the motion for the meeting to reconvene at 6:30 p.m. was received by Commissioner Hensley with Chairman Wechtel amending the motion to include that the meeting would begin at 6:30 p.m. Second to the motion was received by Commissioner Hensley and the Board voted unanimously to approve with the Board recessing the meeting until April 30, 2024, at 6:30 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, NC 28753.

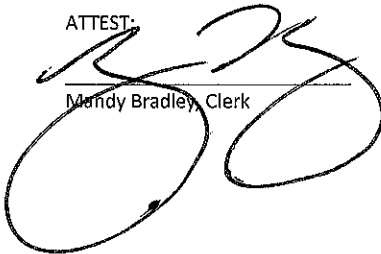
This the 23rd day of April 2024.

MADISON COUNTY



Matt Wechtel, Chairman  
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk



April 19, 2024

Mr. Rob Honeycutt  
County Manager  
Madison County, North Carolina  
107 Elizabeth Lane  
Marshall, NC 28753

**Attachment 3.1**

Re: ArcGIS Pro Training

Dear Mr. Honeycutt:

Avineon, Inc. (Avineon) is pleased to submit this proposal to Madison County, North Carolina (County) for assisting with ArcGIS Pro training to expand and enhance your GIS program and to apply spatial technologies to improve efficiencies and effectiveness. In the enclosed attachments, we have outlined the scope of work, cost proposal, and applicable terms and conditions.

Avineon was founded in 1992 and has over 32 years of experience providing innovative and high-quality spatial intelligence, GIS managed data services, digital modernization, and engineering support solutions to our customers in both the public and private sectors. Avineon is appraised at Capability Maturity Model Integration Maturity Level 3 for development and services.

In addition, Avineon is a U.S. minority business enterprise with global resources to provide County with lower cost solutions for any future labor-intensive GIS projects.

Thank you for the opportunity to submit this information. We look forward to supporting your organization. If you agree with the terms of this proposal, please sign and date in the block provided below to authorize Avineon to proceed in accordance with the attachments to this letter. If you have any questions, require further information, or would like to discuss alternative procurement methods, please contact me at your earliest convenience.

Sincerely,

Authorization to Proceed:

T. Wendy Peloquin, GISP  
Business Development Manager  
Avineon, Inc.  
[wpeloquin@avineon.com](mailto:wpeloquin@avineon.com)

\_\_\_\_\_  
Madison County, North Carolina  
Name: Matt Wechtel  
Title: Chair BOC  
Date: April 23, 2024

## ATTACHMENT A – SCOPE OF WORK

Avineon will assist Madison County, North Carolina (County) with custom training in ArcGIS Pro. The scope of work will include the following:

### **A.1 Task 1: Initiation and Project Management**

The initiation and project management phase begins our project lifecycle. Avineon will utilize a project manager to support each phase of the project.

- **Project Initiation:** Complete project setup for financial tracking and creation of the baseline schedule.
- **Project Coordination and Kickoff:** Avineon will establish communication with the County project lead and identify communication methods and timing for the project kickoff. Avineon will conduct the project kickoff with key County stakeholders to ensure alignment on the goals, timing, scope, and expectations.
- **Information Gathering:** The County should be prepared to provide a copy of its data, list of stakeholders to be trained, and/or any relevant documents prior to the kickoff (if possible).
- **Ongoing Project Management:** Recurring project status meetings and monthly reporting.

### **A.2 Task 2: Training Planning**

Avineon and County will hold up to two planning meetings to determine the final topics and agenda and schedule for training. The sessions will allow for instructor demonstration as well as hands on exercise for the end users with time for one-to-one support from the instructor.

The result of this task will be a short training plan agenda that outlines the following:

- **Identify Stakeholders and Training Schedule:**
  - Avineon will provide up to 40 hours of training sessions virtually.
  - Avineon anticipates delivering the training in increments of two to three hours each.
  - Avineon requests that training sessions be limited to no more than five trainees to allow sufficient time and attention to all attending.
  - County will ensure that the stakeholders are available to attend the scheduled trainings.
  - All sessions will be completed within one month of the first session.
- **Identify Training Environment and Data:**
  - ArcGIS Pro trainings will be completed in a test environment using the County data.
  - County will provide all necessary access, software, data, and information at least 10 days ahead of the scheduled training.



- **Finalize Training Topics:** Agreed upon list of training topics and details.
  - See Attachment D for potential training topics.

**A.3 Task 3: Prepare Environment and Conduct Training**

- Prepare Client Training Environment
  - Avineon will prepare the ArcGIS Pro test environment using the CLIENT data.
  - Avineon will lead the training as agreed upon in the training plan.
  - Trainings should be recorded.
- After the training, Avineon will hold a project closeout meeting with County to review any feedback from the training and identify any future needs.

**A.4 Summary of Deliverables Tasks 1-3**

Task	Deliverables
Task 1	<ul style="list-style-type: none"> <li>• Project schedule</li> <li>• Project kickoff (remote)</li> <li>• Recurring meetings and meeting minutes</li> <li>• Status reporting and invoicing</li> </ul>
Task 2	<ul style="list-style-type: none"> <li>• Training agenda including agreed upon topics and detailed schedule for training.</li> <li>• Client will send calendar invitations and ensure stakeholder attendance.</li> </ul>
Task 3	<ul style="list-style-type: none"> <li>• Prepare one ArcGIS Pro test environment.</li> <li>• Conduct training sessions               <ul style="list-style-type: none"> <li>• 40 hours of training over one month.</li> </ul> </li> <li>• Project closeout meeting</li> </ul>

**A.5 Project Schedule**

Avineon proposes a **two-month** schedule and assumes the County will have the data and system requirements ready at kickoff.

The actual baseline project schedule will be drafted in coordination with the County project lead prior to project kickoff. The detailed schedule for implementation tasks will be finalized as part of the planning and assume system and data access will be completed for the project team prior to task start dates. To complete this schedule, the critical tasks (bold X in the table below) should be prioritized.



## **ATTACHMENT B – COST PROPOSAL**

Avineon will provide the ArcGIS Pro Training outlined herein for a firm-fixed price of \$7,000.00.

### **Assumptions**

1. Version of ArcGIS Pro 3.X is required. ArcGIS Pro training will be completed in a test environment using the County data. County will provide all necessary access, software, data, and information at least ten days ahead of the scheduled training.
2. Avineon assumes a two-month schedule with all training conducted in month two.
3. All work can be performed remotely. If travel to County offices is required, travel and other direct costs will be billed at cost plus G&A.
4. This proposal is valid for 60 days.
5. Sales tax will be applied to invoices in accordance with applicable state law.

### **ATTACHMENT C – TERMS AND CONDITIONS**

Madison County, North Carolina ("Purchaser" or "Party") and Avineon, Inc. ("Avineon" or "Party") acknowledges and agrees that the following terms and conditions shall apply to the services performed pursuant to this Agreement ("Services").

1. Invoices will be generated by Avineon for 50% of the project costs upon execution of this Agreement and 50% upon completion of this Agreement. Purchaser will pay Avineon within thirty calendar days from receipt of invoice.
2. Confidential Information received by a Party shall be kept confidential for three years following completion of the Services or termination of this Agreement, whichever shall occur first, and shall not be disclosed to any other person except as required by law or with the prior written consent of the disclosing Party.
3. Neither Avineon, Avineon's employees, nor Consultants are or shall be deemed to be employees of Purchaser. To the extent that Avineon has employees who perform Services under this Agreement, Avineon shall be solely responsible for the payment of compensation, including provision for employment taxes, worker's compensation, and any similar tax associated with employment of Avineon's employees.
4. Purchaser agrees that it shall ensure that no person, firm, or company which controls or is controlled by or is an affiliate of it shall during the term of this Agreement and for a period of one year thereafter, solicit the engagement of any Consultant or employee of Avineon either directly or indirectly, including through the agency of a third party, unless agreed in writing by Avineon. If Consultant becomes employed directly by the Purchaser or person, firm, or company which controls or is controlled by or is an affiliate of it, Purchaser shall pay Avineon a placement fee of the Consultant's annual salary.
5. All materials and products developed under this Agreement by Avineon or its Consultants are the property of the Purchaser. Avineon retains all rights to methodology, knowledge, documents, software, and data brought to the Services by Avineon and used in the performance of the Services. No rights to Avineon's property or proprietary interests existing prior to the start of the Services are passed hereunder or under any Schedule.
6. Avineon warrants to Purchaser that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind designated and will be performed by qualified personnel. Avineon makes no other warranties, whether written, oral, or implied, including without limitation warranty of merchantability or warranty of fitness for particular purpose.
7. In no event shall Avineon be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Avineon in advance or could have been reasonably foreseen by Avineon. Avineon's liability on any claim or loss or liability arising out of, or connected with, this Agreement, including breach of contract or warranty; for negligence; or for the sale, delivery, or use of any material, data, or programs, or the results of any services furnished hereunder, shall in no case exceed the amounts paid to Avineon by Purchaser under this Agreement.
8. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and, unless the Parties agree to submit to binding arbitration, shall be heard in a court of competent jurisdiction in Virginia.
9. This Agreement together with any Schedules created hereunder constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Avineon by any of its salesmen, employees, or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter thereof. Purchaser acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.



## ATTACHMENT D - POTENTIAL TRAINING TOPICS

### Introduction to Pro and Setting Up a Demo Project

- ArcGIS Pro Basics (Orientation)
  - Ribbons vs. toolbars
  - Project setup
  - Customizing tips and tricks
- Catalog (Fully Built-in)
  - Finding, viewing, and working with files
- Connecting to Data and SDE Databases (Locally, Portal, and/or Enterprise)

### Customizing and Editing Data in the Demo Project

- **Map** Ribbon
  - Adding data from a variety of sources (using connections established during previous training) including:
    - Local
    - AGOL
    - Portal
    - Enterprise
    - Basemaps
- Customizing Layer Symbology
- Customizing Labels
  - Labeling properties
  - Using arcade to customize labeling properties
- **Edit** Ribbon
  - Snapping
  - Create features
  - Working with Attributes
  - Editing tools-subject specific to customer
    - Working with topology
    - Tips and tricks
    - Advanced editing
- **Analysis** Ribbon
  - Geoprocessing tools

### Creating a Map

- **Layout** Ribbon
  - Overview of tools
- Create a Sample Map with Data
- Adding Required Map Elements
- Working with Multiple Layouts (Benefit of Pro)

### **Sharing to AGOL/Portal from Demo Project**

- **Share Ribbon**
  - Look at available options and most relevant needs for the organization
- Share a Web
- Share a Web Layer
- Open AGOL/Portal/Enterprise and Display of Shared Features

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

CONTRACTOR: Avineon  
COUNTY DEPARTMENT: Tax  
SUBJECT OF CONTRACT: SIS  
DATE/TERM OF CONTRACT: 4/23/24

**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.

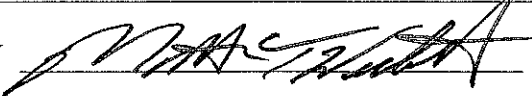
**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**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: \_\_\_\_\_

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

By:  \_\_\_\_\_  
Madison County Finance Officer



April 19, 2024

Mr. Rob Honeycutt  
County Manager  
Madison County, North Carolina  
107 Elizabeth Lane  
Marshall, NC 28753

Re: GIS Support Services

Dear Mr. Honeycutt:

Avineon, Inc. (Avineon) is pleased to submit this proposal to Madison County, North Carolina (County) for GIS support services to expand and enhance your GIS program and to apply spatial technologies to improve efficiencies and effectiveness. The format of this proposal is designed to allow County to have maximum flexibility in the deployment of Avineon resources to support priority projects and to support ongoing operations whenever required. On the following pages, we have described our understanding of the scope of work, costs, and applicable terms and conditions.

Avineon was founded in 1992 and has over 32 years of experience providing innovative and high-quality GIS managed data, spatial intelligence, digital modernization, and engineering support solutions to our customers in both public and private sectors. Avineon is appraised at Capability Maturity Model Integration Maturity Level 3 for development and services.

Thank you for the opportunity to submit this information. We look forward to supporting your organization. If you agree with the terms of this proposal, please sign and date in the block provided below to authorize Avineon to proceed in accordance with the attachments to this letter. If you have any questions, require further information, or would like to discuss alternative procurement methods, please contact me at your earliest convenience.

Sincerely,

Authorization to Proceed:

T. Wendy Peloquin, GISP  
Business Development Manager  
Avineon, Inc.  
[wpeloquin@avineon.com](mailto:wpeloquin@avineon.com)

Madison County, North Carolina  
Name: Matt Wehler  
Title: Chair SOC  
Date: April 23, 2024

## ATTACHMENT A – SCOPE OF WORK

Avineon will provide consulting, professional, and technical expertise to support Madison County, North Carolina (County) GIS program needs. Avineon's team can provide all support services that may be required to support County's GIS. These GIS support efforts may consist of the following tasks as directed by County:

- General support
- Data management and development
- Deployment and implementation of GIS software and related hardware
- Field data access applications development, deployment, and training (GIS maps/data on tablets/smartphones)
- Field data collection applications development, deployment, and training (GIS data collection using tablets/smartphones for pole inspections, joint use census, asset inventory, etc.)
- Web mapping and web mapping application support for Esri products such as:
  - ArcGIS Online (AGOL)
  - ArcGIS Collector
  - ArcGIS Survey 123
  - ArcGIS Field Maps
- GPS/GNSS training

Avineon is prepared to continue to provide these services and expand them upon request.

All services provided by Avineon will be approved in advance by County (as requested) and actual hours of services performed will be invoiced quarterly based on the hourly rates in *Attachment B*.

County can utilize any Avineon staff as long as consolidated annual fees do not exceed the amount of this agreement.

Work will be scheduled with Avineon's project manager for this engagement, or other Avineon staff as assigned. Though we typically ask for a 7-14 day lead time to manage staff resources, Avineon is flexible with this and will respond to your needs as quickly as possible, especially for initial needs and critical support.



**ATTACHMENT B – COST PROPOSAL**

This GIS support services agreement is based on time and materials pricing and County will be billed as utilized based on the following rates with a maximum of \$25,000.00.

Avineon's current hourly rates are presented in the table below.

<b>Labor Category</b>	<b>Hourly Rate</b>
Intern	\$60.00
GIS Technician 1	\$80.00
GIS Technician 2	\$120.00
GIS Analyst	\$115.00
GIS Solution Engineer	\$130.00
GIS Consultant 1	\$165.00
GIS Consultant 2	\$180.00
GIS Subject Matter Expert 1	\$215.00
GIS Subject Matter Expert 2	\$250.00
Principal Consultant	\$325.00
Business Analyst	\$120.00
GIS Project Manager 1	\$150.00
GIS Project Manager 2	\$180.00
Program Manager	\$275.00

**Notes:**

1. All work can be performed remotely. If travel to County offices is required, travel and other direct costs will be billed at cost plus G&A.
2. Sales tax will be applied to invoices in accordance with applicable state law.
3. This proposal is valid for 60 days.



### **ATTACHMENT C – TERMS AND CONDITIONS**

Madison County, North Carolina (“Purchaser” or “Party”) and Avineon, Inc. (“Avineon” or “Party”) acknowledges and agrees that the following terms and conditions shall apply to the services performed pursuant to this Agreement (“Services”).

1. Invoices will be generated quarterly by Avineon. Purchaser will pay Avineon within thirty calendar days from receipt of invoice.
2. Confidential Information received by a Party shall be kept confidential for three years following completion of the Services or termination of this Agreement, whichever shall occur first, and shall not be disclosed to any other person except as required by law or with the prior written consent of the disclosing Party.
3. Neither Avineon, Avineon’s employees, nor Consultants are or shall be deemed to be employees of Purchaser. To the extent that Avineon has employees who perform Services under this Agreement, Avineon shall be solely responsible for the payment of compensation, including provision for employment taxes, worker’s compensation, and any similar tax associated with employment of Avineon’s employees.
4. Purchaser agrees that it shall ensure that no person, firm, or company which controls or is controlled by or is an affiliate of it shall during the term of this Agreement and for a period of one year thereafter, solicit the engagement of any Consultant or employee of Avineon either directly or indirectly, including through the agency of a third party, unless agreed in writing by Avineon. If Consultant becomes employed directly by the Purchaser or person, firm, or company which controls or is controlled by or is an affiliate of it, Purchaser shall pay Avineon a placement fee of the Consultant’s annual salary.
5. All materials and products developed under this Agreement by Avineon or its Consultants are the property of the Purchaser. Avineon retains all rights to methodology, knowledge, documents, software, and data brought to the Services by Avineon and used in the performance of the Services. No rights to Avineon’s property or proprietary interests existing prior to the start of the Services are passed hereunder or under any Schedule.
6. Avineon warrants to Purchaser that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind designated and will be performed by qualified personnel. Avineon makes no other warranties, whether written, oral, or implied, including without limitation warranty of merchantability or warranty of fitness for particular purpose.
7. In no event shall Avineon be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Avineon in advance or could have been reasonably foreseen by Avineon. Avineon’s liability on any claim or loss or liability arising out of, or connected with, this Agreement, including breach of contract or warranty; for negligence; or for the sale, delivery, or use of any material, data, or programs, or the results of any services furnished hereunder, shall in no case exceed the amounts paid to Avineon by Purchaser under this Agreement.
8. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and, unless the Parties agree to submit to binding arbitration, shall be heard in a court of competent jurisdiction in Virginia.
9. This Agreement together with any Schedules created hereunder constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Avineon by any of its salesmen, employees, or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter thereof. Purchaser acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

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

CONTRACTOR: Arheon  
COUNTY DEPARTMENT: Tax  
SUBJECT OF CONTRACT: GIS  
DATE/TERM OF CONTRACT: 4/23/24

**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.

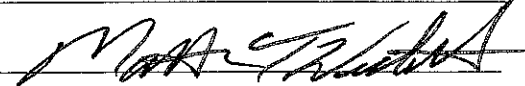
**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**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: \_\_\_\_\_

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

By:  \_\_\_\_\_  
Madison County Finance Officer